The Solicitors' Journal.

LONDON, DECEMBER 10, 1881.

CURRENT TOPICS.

WE ARE AUTHORIZED to state that there is now little prospect of the Rule Committee of Judges dealing with the Report of the Legal Procedure Committee until after the Christmas Vacation. The annual Council of all the judges of the Supreme Court will be held on the 15th inst.

THE COMMITTEE appointed by the Incorporated Law Society to consider the Procedure Committee's report, are making good progress in their investigation, but any statement as to the conclusions arrived at by them would at present be premature, inasmuch as resolutions which have been passed are, of course, open to be rescinded on further consideration.

WE UNDERSTAND that, at the instance of the Board of Inland Revenue, an arrangement has been made, under the direction of the Lord Chancellor, that copies of all Chancery orders which direct payment of legacy or succession duties out of a fund in court shall be transmitted to Somerset House. The object of this is, of course, to enable the Inland Revenue authorities to bring pressure to bear upon solicitors having the carriage of such orders, so as to expedite the payment of the duties.

THE DECISION of the Divisional Court, on re-consideration, to allow an appeal in the important case as to the right of an occupier of one or more rooms in a house, not structurally severed, to the franchise, as an occupier of a dwelling-house, affords an illustration of the justice of the observation we ventured to make a fortnight ago while discussing the Procedure Committee's Report, that it will probably be desirable to lay down in general terms the considerations which should guide judicial discretion in granting leave to appeal. Among these considerations is certainly to be reckoned that which Mr. Justice BOWEN described as "the numerical importance of the result of our judgment." The result of the decision in question will be to enfranchise thousands of persons, and substantially to affect the qualification for the parliamentary franchise. However confident the court may be as to the correctness of its ruling, there can be no doubt that the public will not be satisfied with the decision on a question of such importance of a tribunal of first instance.

ALTHOUGH THE PENALTY for the Dunecht outrage must, of course, depend on the Scottish criminal law, the event has given rise to some speculation as to the protection afforded to the grave by the law of this country. It seems to have been supposed in some quarters that the ancient maxim that the law recognizes no property in a corpse throws some doubt on the efficacy of our criminal law to punish violations of the sanctity of the grave. Whatever doubts may have prevailed on the subject in early times, there can now be no doubt that it is an indictable offence to remove a dead body from the grave. This was clearly established by the case of *Rex* v. *Lynn* (2 T. R. 733), where the court said that the offence was "cognizable in a criminal court as being highly indecent and *contra bonos mores*." And in the more recent case of *Reg.* v. *Sharpe* (D. & B. C. C. 160) the question was again discussed. A man had removed from a burial ground, for the purpose of re-interment, the bodies of some relatives (as the jury found) solely from motives of affection and religious duty. He was indicted and convicted, and the Court for Crown Cases Reserved held that even relationship will not justify the taking of a corpse from the grave where it has been buried.

WE OBSERVE that one of the "society journals" falls foul of our recent article on the Legal Aspects of the Channel Tunnel in a tone indicative of some personal vexation. The substance of the statement is that in 1874 and 1875 certain papers were laid before Parliament containing the report of commissioners appointed to consider the subject of the Channel Tunnel, which report set forth the draft of a suggested treaty between the two nations with regard to such a tunnel. And that in 1876 an Act was passed, called the Channel Tunnel Company Act. It is suggested that the Bill now promoted is practically a Bill to extend the time allowed by the former Act for the proposed preliminary operations. We fail to perceive how all this affects the substance of our contention in the smallest degree. What we said was, in substance, that very difficult questions of jurisdiction and other legal questions might arise in connection with a Channel tunnel, which questions could only be solved by a carefully considered treaty, and would probably require legislation on the subject; that the consideration of these questions, and others of national importance also involved, ought not to be left till the tunnel is half made; and that private speculators ought not to be given facilities for proceeding with this enterprize, by means of private bill legislation, until the desirability or otherwise of the tunnel, having regard to these public questions, has been fully discussed as a matter of the highest public importance by the Legislature. We do not find in the facts paraded by the society journal, with a flippant assumption of superior wisdom, anything which in the least conflicts with our observations on the subject. We have perused the draft treaty to which we are referred. Its provisions are of a very sketchy nature; it, no doubt, provides that the tunnel shall be equally divided between the two realms, but it makes little or no provision for the practical difficulties that will arise; leaving the conditions under which the English side of the tunnel will be managed to be defined by Order in Council. In itself it certainly does not, to our mind, meet the difficulties of the case in anything like an adequate manner. The Channel Tunnel Act, 1876, is not a public general Act, and simply gives powers to the company to take land, and other powers for the purpose of preliminary operations, subject to certain restrictions. The society journal would appear to wish it to be inferred that the draft treaty and the Act together provide for everything that is necessary in connection with the subject. This does not appear to us to be by any means the case.

ONE OF THE CHARACTERISTICS of the age is the tendency to demand special tribunals to administer justice, or some substitute for justice, for the benefit of each class in the community. Law, as administered by the ordinary courts, we are told, is dilatory, doubtful, costly; let us then abandon the ordinary courts. Let us have a tribunal to deal with certain classes of controversies, with experts as judges and with a special procedure. Mr. Justice STEPHEN uttered at a recent meeting at the Society of Arts, and has since more fully developed in the columns of an evening contemporary, a well-timed and powerful protest against the most recent of these proposals. The Patents Bill prepared by the society provides that a board of commissioners of patents shall be appointed, consisting of three commissioners—namely, an engineer, a chemist, and a lawyer. They are to grant all patents and to permit them to be amended, and are also to be a court of first instance and a court of appeal for the trial of actions for the infringement of patents. Either the engineer or the chemist, assisted by a legal assessor (other than the legal commissioner) is to try

the case in the first instance, and an appeal is to lie from the one commissioner to the three commissioners. Their decision is to be final. They are to have power, amongst other things, to make rules of procedure, to compel the attendance of witnesses, and, "generally, they may exercise all such jurisdiction and power, and make such orders as might have been made in a like case by any division or judge of the High Court of Justice in England." Now, since actions for the infringement of patents are infrequent—about nine a year is stated to be the average—the proposal is objectionable as creating a very expensive machinery to accomplish a very small result. But the most serious objection to the court is the proposed combination of executive and judicial duties. The admixture has been tried in the Railway Commission only with the result of bringing the commissioners to see that, unless they ignored their administrative functions, they could not obtain the confidence necessary to enable them efficiently to perform their judicial duties. How could the decisions of the proposed court be impartial? As Mr. Justice STEPHEN points out, when an action for infringement was brought they must have already formed an official opinion upon the patent said to have been infringed; and how could they try fairly a question as to its validity? The mistake which the originators of these schemes commit lies in assuming that legal procedure must necessarily remain dilatory, doubtful, and costly. Why not agitate for its amendment, instead of calling for its abolition? As regards patent cases for instance, why not ask for a very simple change, which would enable a judge to order that such cases shall be tried by a judge and assessors, and placed in a separate list?

A DIVISIONAL COURT, composed of GROVE and LOPES, JJ., gave judgment for the appellant, with costs, in *McBride* v. *Richard* on Wednesday last; being of opinion that the Sunday Closing (Wales) Act, 1881 (44 & 45 Vict. c. 61), s. 3, "grammatically construed, admitted of no doubt," so that the Act can have no operation till August, 1882. We are not a little surprised, not so much by the decision, as by the certainty with which the learned judges have arrived at it. The words of the section are, "This Act shall commence and come into operation, with respect to each division or place in Wales, on the day next appointed for the holding of the general annual licensing meeting for that division or place." If "next appointed" is to have the future sense, why were not the words "next *to be* appointed" used? May not, after all, the much-blamed draftsman have advisedly used an ambiguous term, in order that it might be equally available whether the Act passed early or late in the session? Could not "next" be rejected as "insensible"? All these and many more questions we should like to hear the decision of a court of appeal upon. But it is clear beyond doubt that no appeal lies. A case stated by justices upon a summary conviction is a criminal matter within section 47 of the Judicature Act, 1873, which provides that no appeal shall lie from any judgment of the High Court in any criminal cause or matter (*Blake* v. *Beach*, L. R. 2 Ex. D. 335).

WE REFERRED last week to a regulation which has been made in the Chancery Division in order to check the practice of not giving notice when cases are settled or are kept out of the judges' daily papers by arrangement. It appears that strong complaints of this practice have recently also arisen in the Queen's Bench Division. Probably the application of a similar regulation to that Division might afford a partial remedy for the inconvenience complained of.

In a recent case Mr. Justice Hawkins observed:—"Pleadings are growing every day more shadowy and vague. What we shall do when they are abolished altogether and become oral goodness only knows!"

The following card has been handed to us as a specimen of transatlantic legal feminine unobtrusiveness:—"Lelia Josephine Robinson, LL.B., having completed a full course of legal study at the Boston University Law School, and elsewhere, has opened an office at No. 5, Pemberton-square, room 30, where all legal business will be faithfully and carefully attended to. Refers to Hon. Charles R. Train, Ex-Att'y-Gen'l.; Hon. Edmund H. Bennett, Dean B. U. Law School; Hon. Henry W. Paine. N.B.—Court business will be attended to by efficient and reliable attorneys at law."

LONG TERMS AND THE CONVEYANCING ACT.

IN the course of a recent series of articles we have reviewed most of those subjects comprised in the Conveyancing Act which are of common and everyday interest. We propose now to examine separately some other topics which lie more apart from the current of general practice, but are in themselves well worthy of consideration.

Section 65, though it may have for the present only a limited application to practice, seems to contain certain germs of development which may perhaps make it hardly less famous than the Statute of Uses. To sum it up shortly, the section enables certain persons, under certain circumstances, to enlarge a term of years into a fee simple without the concurrence of any person entitled in reversion upon the determination of the term.

The first sub-section specifies certain requisites by which the term must be qualified, in order that it may be susceptible of enlargement.

"65.—(1.) Where a residue unexpired of not less than two hundred years of a term, which, as originally created, was for not less than three hundred years, is subsisting in land, whether being the whole land originally comprised in the term, or part only thereof, without any trust or right of redemption affecting the term in favour of the freeholder, *or other person entitled in reversion expectant on the term*, and without any rent, or with merely a peppercorn rent or other rent having no money value, incident to the reversion, or having had a rent, not being merely a peppercorn rent or other rent having no money value, originally so incident, which subsequently has been released, *or has become barred by lapse of time*, or has in any other way ceased to be payable, then the term may be enlarged into a fee simple in the manner, and subject to the restrictions, in this section provided."

We have by our first italics drawn attention to some remarkable words. Since the section speaks of "the freeholder *or other person* entitled in reversion expectant on the term," it plainly seems to contemplate terms upon which the reversion is other than a freehold; that is, sub-demises as distinguished from demises. Suppose an owner in fee simple to grant a long term, reserving a substantial rent with the express purpose of guarding against the loss of the reversion by enlargement of the term. His lessee will then, so far as sub-section (1) is concerned, be able to render this precaution futile. For he can sub-let at a peppercorn rent, in consideration of a large premium; and it appears to us that the sub-term so created will be a term capable of being enlarged into a fee simple within the meaning of sub-section (1). Nor do we see how it can be denied that the sub-lessee, being beneficially entitled, in right of that sub-term, to possession of the land comprised in it, might, by virtue of sub-section (2), enlarge it into a fee simple at his pleasure.

We have also by italics called attention to a phrase of which the meaning is not obvious. Rent reserved by a lease does not, by reason of the Statutes of Limitation, become barred by lapse of time during the continuance of the term. It is possible that the words were used in view of the fact that a long non-payment might be taken as evidence of a release of the reversion. But they are not well adapted to bear any such meaning; and, if the reversion has been released, there is no need to enlarge the term.

"(2.) Each of the following persons (namely):

"(i.) Any person beneficially entitled in right of the term, whether subject to any incumbrance or not, to possession of any land comprised in the term; but, in case of a married woman, with the concurrence of her husband, unless she is entitled for her separate use, whether with restraint on anticipation or not, and then without his concurrence;

"(ii.) Any person being in receipt of income as trustee, in right of the term, or having the term vested in him in trust for sale, whether subject to any incumbrance or not;

"(iii.) Any person in whom, as personal representative of any deceased person, the term is vested, whether subject to any incumbrance or not;

shall, as far as regards the land to which he is entitled, or in which he is interested, in right of the term, in any such character as aforesaid, have power by deed to declare to the effect that, from and after the execution of the deed, the term shall be enlarged into a fee simple."

The three phrases here used—(i.) "entitled in right of the term . . . . to possession"; (ii.) "being in receipt of income . . . . or having the term vested in him"; and (iii.), "in whom . . . . the term is vested"—would naturally be supposed not all to mean the same thing. But it is difficult

to say what are the distinctions (if there are any) between them. For by section 2, sub-section (iii.), of the Act, "possession includes receipt of income." And, in what may be styled the *coda* of the sub-section, we find all the three phrases apparently lumped together and identified in the single expression, "to which he is entitled, or in which he is interested, in right of the term, *in any such character as aforesaid*."

Moreover, the words, "beneficially entitled . . . . in right of the term," seem to bear the meaning "beneficially entitled . . . . by reason of the term being vested in him," more legitimately than any other. If it should be objected that the latter words are not applicable to the case of a married woman, a ready answer is at hand;—the words "entitled to possession," even when extended by the interpretation clause, are not applicable to the case of a married woman when the term is not settled to her separate use; and therefore, since upon no hypothesis can the language of the Act be made accurate, inaccuracy of this particular kind is a very slight objection against a proposed interpretation.

If, upon these grounds, we conclude that the three phrases are used to mean the same thing, we shall be spared further inquiry; because the meaning of the third phrase, "in whom . . . . the term is vested," admits of no dispute. We may, then, sum up the effect of the sub-section by stating the characteristics which must be possessed by any person in order that he may be able to enlarge the term into a fee simple. These seem to be as follows:—(1) The term must be vested in that person. (2) Such person must be entitled thereto in one of the three following capacities—(i.) beneficially; (ii.) as trustee; (iii.) as executor. (3) If such person is a married woman, either (i.) she must be entitled to her separate use, or (ii.) her husband must concur in the deed of enlargement.

The above sketch represents the view which on the whole we are inclined to to take of this sub-section's meaning. But a very different meaning not only might be, but actually has been, suggested for it. The language of sub-sub-section (i.) is possibly susceptible of a wider scope than the language of the other two sub-sub-sections. The words are, "Any person beneficially entitled in right of the term, ... to possession of any land comprised in the term." And since "possession includes receipt of income," it might be contended that the words do not necessarily imply that the term is vested in the person so entitled, but that they might apply to any beneficiary receiving income under a settlement. Upon this hypothesis there might by possibility be many persons at the same time, each entitled independently of all the rest to enlarge the term into a fee simple. But we may observe that it is incorrect to say that a beneficiary under a settlement, the term being vested in a trustee, is entitled to possession of the land, or the receipt of income, "in right of the term." The *trustee* is entitled in right of the *term*; but the *beneficiary* is entitled in right of the *trust*. The opinion of two eminent conveyancers seems nevertheless to be in favour of the view lastly suggested; for in the latest edition of a well-known collection, there is more than one precedent, purporting to enlarge a long term into a fee simple by virtue of the Act, in which the person making the declaration appears on the face of the deed not to have the term vested in him.

"(3.) Thereupon, by virtue of the deed and of this Act, the term shall become and be enlarged accordingly, and the person in whom the term was previously vested shall acquire and have in the land a fee simple instead of the term."

Under the view last suggested the somewhat strange consequence would follow, that one person can alter the estate of another person without his consent or concurrence.

The next sub-section is of the utmost importance:—

"(4.) The estate in fee simple so acquired by enlargement shall be subject to all the same trusts, powers, executory limitations over, rights, and equities, and to all the same covenants and provisions relating to user and enjoyment, and to all the same obligations of every kind, as the term would have been subject to if it had not been so enlarged."

It will occur to the reader to ask whether this sub-section effects any saving of the rights of the freeholder, in the case above supposed by us, who, having demised at a substantial rent, learns that a sub-term, created by his lessee at a peppercorn rent, has been enlarged into a fee. The language of the sub-section is not well adapted to effect any such saving. Out of the many general words comprised in it, only two can be found admitting any application to the matter—*rights*, and *obligations*. But these expressions are not used generally: they are confined to such rights and obligations as "the term would have been subject to if it had not been so enlarged." But in the case by us supposed, the "term" which has been enlarged is the sub-term; and the rights of the freeholder to which we referred cannot be properly said to be rights to which the *sub-term* aforesaid would have been subject. They are rights to which the *land* comprised in the sub-term would have been subject; but they have no relation to the sub-term, between which estate and the estate of the freeholder there is no privity. The word "obligations" is, if possible, even worse adapted to bear the needful burden than the word "rights." But the consequences of this defect in the Act are so serious that the courts will probably think themselves compelled to squeeze the required meaning out of some part of sub-section (4).

Even when that has been done, other consequences will remain of great gravity, from which we see no loophole of escape. Can it be denied that sub-section (1) contemplates, as being within its scope, terms upon which the reversion is not a freehold? If this cannot be denied, it will follow that, in the case supposed by us, the sub-termor will be able to enlarge his sub-term into a fee simple, even though the "rights" of the original freeholder are saved by sub-section (4). The result of this will be the creation of one fee simple dependent upon another, burdened, by reason of this dependency, with most of the incidents commonly annexed to a leasehold estate.

Even if anyone should be found to deny that sub-terms are within the scope of sub-section (1), this denial would not avoid the consequences last indicated by us. It will still be within the power of a freeholder to create a term, having a freehold reversion, to the express intent that the termor or lessee may afterwards enlarge it into a fee simple by virtue of the Act. By adopting this device it will, in future, be possible legally to annex to estates of fee simple all those incidents which can now be annexed to them only in equity by means of the doctrine of *Tulk v. Moxhay*. It is probable that owners of building land will freely resort to the machinery thus provided for them.

"(5.) But where any land so held for the residue of a term has been settled in trust by reference to other land, being freehold land, so as to go along with that other land as far as the law permits, and, at the time of enlargement, the ultimate beneficial interest in the term, whether subject to any subsisting particular estate or not, has not become absolutely and indefeasibly vested in any person, then the estate in fee simple acquired as aforesaid shall, without prejudice to any conveyance for value previously made by a person having a contingent or defeasible interest in the term, be liable to be, and shall be, conveyed and settled in like manner as the other land, being freehold land, aforesaid, and until so conveyed and settled shall devolve beneficially as if it had been so conveyed and settled."

When chattel estates are settled in the manner mentioned in this sub-section, the operation upon them of the settlement under some circumstances differs from its operation upon the freeholds. Any person becoming entitled to the leaseholds for what, in the case of freeholds, would be an estate tail, takes the leaseholds absolutely. The object of this sub-section seems to be to obliterate, as far as possible, the distinction whenever the leaseholds have been enlarged into fee simple estates by virtue of the Act.

"(6.) The estate in fee simple so acquired shall, whether the term was originally created without impeachment of waste or not, include the fee simple in all mines and minerals which at the time of enlargement have not been severed in right, or in fact, or have not been severed or reserved by an inclosure Act or award."

If the term was originally subject to forfeiture for waste, this sub-section seems to contain nothing to relieve the fee simple into which it might be enlarged from the same liability. This "right" of the original freeholder in reversion is much more obviously within the scope of sub-section (4) than are those rights about which we spoke while referring to the possible enlargement of a sub-term.

A correspondent of the *Times* calls attention to the delay in printing the Acts of Parliament relating to railway companies which received the Royal assent during the last session, and the serious inconvenience that arises therefrom to those interested. He states that he has applied to do so in vain for some time past, but has failed to procure the Acts, which the printers assure him are delayed owing to the fault of those responsible in the reading department of the Government.

THE PROCEDURE COMMITTEE'S REPORT.

VI.

In approaching the questions as to the course of procedure in the courts of first instance, the committee give us some view of the ends to which they suppose their attention to have been directed.

"In the next place the committee had to consider how far it was possible, in those cases in which litigation was continued after the appearance of the defendant, to adopt a procedure (1) for ascertaining the cases in which there is a real controversy between the parties; (2) for diminishing the cost of litigation in cases which are fought out to judgment.

Now, as to the second object, we can accept it as a legitimate object, and as the actual object to which, no doubt, the thoughts of all members of the Committee continually turned. But as to the first, we can neither discover that it is a reasonable subject of inquiry, nor what part of the report is directed to this end. It is an end that legal reformers have frequently set before themselves; it is one that has produced many attempts to bind the consciences and the tongues of litigants, and much perjury. In truth there is a *real controversy* whenever either party chooses to raise one; and the true object should be to raise it clearly and to try it quickly. A case, whether on the part of plaintiff or defendant, which is not well grounded will look the smaller the more it is set in a clear light; and the hearing is its natural extinction. Those then are the true objects to keep in view, and they were both aimed at by the Judicature Acts and Orders. We must see whether at all, and if at all how far, they will be more perfectly attained by the proposals of the committee.

On one point we are glad to find ourselves in harmony with the committee—namely, as to the advantage of particulars. While applications for "further particulars" are often frivolous and should be acceded to with reluctance, the original application is of all proceedings in an action one of the most *bonâ fide*, the machinery is one of the cheapest and simplest, and its operation is at once the most instructive and the most binding. There can be no doubt at all that the refusal of particulars which a litigant party needed has frequently led to the use of the expensive and troublesome machinery of interrogatories; stranger still, that when litigants would themselves have preferred the equally effectual and the cheaper method, Judges and Masters have expressly told them that they should deliver interrogatories instead, and have made the application for particulars so perilous that parties have chosen, under this authoritative direction, rather to use interrogatories to which they had a right than to take the chance of having to pay the costs of an unsuccessful application for particulars. We are satisfied that this assertion would be borne out by every practitioner, and we find our view strongly confirmed by a letter signed "One of Them," which appeared in our columns last week, and which we take the liberty of referring to for its valuable practical observations on several important points.

With a sudden revulsion of feeling the committee are now satisfied that particulars are not only useful, but that they are the one thing needful, and that pleadings are of so little use that it needs the order of a *judge* (and by judge they evidently do not mean *master*) to sanction their use.

Before approaching this question we will venture to make a few remarks of a purely practical kind as to the function of particulars and their relation to the writ and to pleading. A writ is intended both to summon the defendant before the court, and also to tell him why he is summoned, in order that he may early make up his mind whether to defend the action or to settle with his adversary. If the plaintiff were compelled to set forth his demand fully in the writ he would be unduly hindered; on the other hand, if he is permitted to do so, an opportunity is afforded of challenging the defendant at an early period to show whether he has any ground that will bear statement for disputing the plaintiff's claim.

Next, what are particulars? They are details; primarily details of the claim itself—that is, of the relief asked for. Where the transaction is of a very ordinary kind these details are all that is needed. In an action, for instance, on a tradesman's bill the things supplied, the dates when supplied, and the amount charged are all that require to be known. The transaction explains itself.

What then are pleadings? They are, in the first place, the statement of the plaintiff's case. And in a case where the transaction explains itself, and the details are alone necessary, there is nothing to call for any further or more formal statement. The details ought to be given, and if the details are given, everything is given. But it would be a great error to suppose that any large proportion of actions in the High Court, which can come to the stage of pleadings are of this simple description; and if it is the transaction, rather than the relief or claim, that needs to be explained, particulars are no longer in place. That they are sometimes applied for as the cheapest way of remedying your adversary's defective pleading is true; and it is also true that matters which occupy the doubtful regions between "fact" and "evidence" may be much better given in the way of particulars than in that of formal allegation. But in neither of these cases—neither where the pleading ought to have rendered them unnecessary, nor where they are a reasonable supplement to the pleading — could particulars properly serve their purpose, without those leading lines which are furnished by the pleadings, and within which the particulars are, as it were, written in. In a word, the short heading of "Goods sold and delivered" is enough to point out clearly the nature of every one of a hundred items in a tradesman's bill; but it is because they are so headed that the particulars are sufficient and instructive. In actions of a different class, let particulars, if necessary, be given; but let a properly pleaded statement show what is the *case* to which those items which are items of claim are to be referred, and which the opposite party is to be called upon to meet.

What has been said of the pleadings, as the statement of the plaintiff's case, is equally true of pleadings considered as the statement of the defendant's defence, of his counterclaim, and of the plaintiff's reply.

It is impossible, therefore, to assent to the wisdom of the committee's proposals as they stand. Yet they may be assented to in part. It seems reasonable in any case where the plaintiff may properly content himself with delivering particulars (which for many reasons he cannot always indorse on the writ, and therefore cannot use ord. 21, r. 4), he ought to be at liberty to deliver them under such a general heading as is sufficient on the writ, in place of making any more formal statement. And where such particulars are delivered, the defendant should be as much bound to admit or deny the items as he is to admit or deny the separate allegations of a formal pleading. We venture to think that this point was overlooked in drawing the pleading rules, and that if this liberty were given it would be greatly to the advantage of all parties. But this is a humble proposal; with none of the drastic character of the recommendations of the committee by which pleadings are to be practically abolished, and a domestic or paternal system of settling disputes introduced.

"1. The plaintiff shall on his writ indorse the nature of his claim, in a manner similar to that in use on indorsed writs at present. The defendant shall, within, say, ten days after appearance, give notice of any special defences—such as fraud, the Statute of Limitations, payment, &c.; after which the plaintiff shall give notice of any special matter by way of reply on which he intends to rely.

"2. Every action shall be assigned to a particular master's list. At any time after the writ, appearance, and time for notice of defence, a summons (hereinafter called a summons for directions) may be taken out by *either* party before the master to whom the cause is assigned for directions as to any one or more of the following matters:—Further particulars of writ, further particulars of defence or reply, statement of special case, venue, discovery (including interrogatories), commissions, and examinations of witnesses, mode of trial (including trial on motion for judgment and reference of cause), and any other matter or proceeding in the action previous to trial.

"3. No pleadings shall be allowed unless by order of a judge."

The plaintiff thus having indorsed his writ in the usual way, and served it, the defendant is to appear and give notice of any *special* defence; but of no other. But it cannot be intended that he is to be precluded from other defences. For instance, to take the very simplest case, it is, in an action of contract, a question of some importance whether the defendant made the contract sued upon; as to which he may say that he made no contract at all, or that the contract was not such as the plaintiff alleges. But the plaintiff, if he indorses his writ "as at present," will not have stated any contract; he will merely, in a general form of words, have referred to a contract. The defendant may, if he will, ask for further particulars of the contract, which, if he is wise, he will

probably do. But when he gets the particulars he will not be bound to say whether he admits or denies it, indeed, to do so would be an impertinence, and the plaintiff must, therefore, go to trial prepared to prove what, if he had pleaded it, the defendant would very likely have admitted.

But perhaps there is a remedy for this. Under the 7th proposal—

"If it be made to appear to the judge, at or after the trial of any case, that one of the parties was, a reasonable time before the trial, required in writing to admit any specific fact, and without reasonable cause refused to do so, the judge should either disallow to such party or order him to pay (as the case may be) the costs incurred in consequence of such refusal;"

and, if the making and the terms of a contract are a "specific fact," the plaintiff may, in writing, call upon the defendant to admit it. The plaintiff must be careful as to the framing of his notice to admit, for the answer to it is simply "yes" or "no"; but when he has carefully framed it, what will he have done? He will have made a pleading; but the defendant will not have been put to plead in answer "fully," but will do that which, in pleadings, the pleading rules forbid. If, however, the defendant should go beyond what is required, and voluntarily commit himself by a detailed answer, he will have also made a pleading. Now, as the plaintiff certainly cannot excuse himself for neglecting so proper a precaution for diminishing costs as that of giving notice to admit facts, there will be in every action such a notice—that is, a pleading. But it is easy to see that such a notice will not confine itself to one point, but will cover all matters which the party giving it thinks at the time necessary or material for his case. In short, it will be at once a pleading and interrogatories, which the other party will, at his peril as to costs, refuse to answer. There is, however, no reason why the giving of such notices should be more limited than notices to admit documents; and, indeed, as facts are more complex than documents, it would be more unreasonable to expect the party to omit none of the requisite items. There will then be probably not one, but several of such notices, or mixed pleadings and interrogatories, which the defendant will refuse to answer at his peril.

That the same course will be followed with respect to counterclaims, the existence of which the committee appears to have forgotten, but which they do not, we imagine, wish to abolish, is manifest. In these the defendant is in the position of plaintiff. But the defendant will not less require the same assistance in his defence, and will certainly give his notices to admit matters which he has no chance of getting admitted otherwise. And there seems no reason why a perpetual cross-fire of notices to admit should not take place during the whole course of the proceedings, since any party will certainly be unwise who omits till a late period, and trusts to a doubtful construction of the lax phrase "a reasonable time before the trial," his chance of saving expense to himself and throwing it on his adversary. There does not appear any reason to anticipate from this ragged muddle of documents, which is to be substituted for pleadings, any results which cannot be better attained by the present system, since pleadings do in fact call for admissions; except indeed this, that, out of this disorderly system, costs will find an easy opportunity of springing up to more than their present size and luxuriance.

But all this is to be checked and restrained by the saving and healing guidance of a master's hand and an omnibus summons for directions. Now, so far as the revenue is concerned, suitors will not complain of being relieved from the necessity of paying more than one stamp. But if it is anticipated by the committee that the various matters referred to will or can be disposed of on one application, they are surely a little sanguine.

But let us consider the two possible alternatives. First, let the summons be dealt with all at once. That it must be taken out early in the cause is plain; for, amongst other matters, it deals with particulars of writ. The master, then, with not less sagacity and prescience than Mr. Micawber, or than the omniscient judges of the future, to whom Lord Coleridge lately referred, is required at once to foresee and provide for all the contingencies up to trial, which may or may not arise in the course of a cause, and to say, for instance, whether the evidence of a witness who is at present neither sick nor absent, nor with any greater prospect than the master himself of being either, should be taken on commission. Now, whether this is really what the committee intended, whether they had already anticipated in imagination the "coming race" to which Lord Coleridge looks forward, or whether, upon the other hand, time had become for them the *punctum stans*, where all things are always present, we cannot tell either from the sense or the context of the passage. But we will take the other alternative as more suited to the present necessity, and suppose that the master (one of to-day) refuses to make any order as to particulars of defence before defence, or particulars of reply before reply, or as to interrogatories before the parties have stated their cases, and know what needs to be asked, or as to commissions before the witnesses are ill or absent, or as to mode of trial before the issues are ascertained, or as to "any other matter of proceeding in the action previous to trial" before the occasion arises, and, in short, deals only with the one matter which is properly before him, one of two things must happen. Either this hopeful summons for directions, big with futurity, will suddenly expire, after giving birth to one single *ridiculus mus*; or else it must be kept alive by an adjournment, with liberty to either side to bring it on upon notice. If this is done, the notice will, according to present methods, inform the other side, and the master, what is the object sought, and what they are to meet to discuss. In other words, the summons will remain an empty sound, to which, from time to time, each party will give articulate meaning; the meaning will be contained in the notice; the notice will have taken the place of the present summons, freed from the present tax; while the summons will have assumed (so history returns upon its footsteps) exactly the function of the old *subpœna* by which a chancery suit was commenced—a mere announcement to the party that he is required on peril to appear. The doubt that remains is whether, in that case, the summons might not be dispensed with altogether, as the parties are already before the court.

We have, however, assumed, perhaps too readily, that it is intended that the summons shall be subject to adjournment, or, if adjourned, that any notice shall explain to the other party what is sought. For in the opportunity of applying for orders, which the committee still reserves to the litigant after the omnibus summons is extinct, it is provided as follows:—

"4. The existing practice of requiring a separate summons for each separate matter shall be discontinued; and upon any summons by either party, it shall be competent for the judge or master to make any order which may seem just at the instance of the other party.

"5. Any application which might have been made upon the summons for direction shall, if granted upon any subsequent application, be granted at the costs of the party so subsequently applying, unless the master or judge otherwise direct."

Now that a summons should be moulded is a matter of course, and if this is all that is meant, nothing need have been said. But that it should be thought just or convenient to put a party to discuss a matter of which he has had no warning till the moment when his adversary springs it on him; that when he comes to ask for particulars of writ he should be put to discuss the question of venue, is so strange a view that we again feel that we are among the shadows of the "coming race," when masters will be always omniscient, or when at least litigants will never be "sharp."

Such is the new scheme of procedure; a poor copy, with inconsistent additions, from the county court practice; of which one thing only can be confidently predicted, that, if adopted, it would speedily bring about the extinction of the court for which it is designed. Litigants in search of cheapness would resort to the county court; litigants in search of a reasonable procedure, fit for the conduct of cases of less simplicity, would find their way to the Chancery Division, and the Queen's Bench Division would be left, like an exhausted summons for directions, the parent of a single cause successfully carried through to trial. Could we suspect the grave committee of such a design, we should find nothing in their proposal inconsistent with it. But the scheme propounded rather seems to us to bear the marks of a simple goodness and benignity, than of subtlety, astuteness, or guile.

We have not noticed the preliminary disquisition on litigation with which this scheme is introduced; but it confirms our impression that no depth of design can be imputed to the committee. Their few observations leave us with the impression that, in their view, litigation is created by the machinery which it uses, that disputes are best adjusted by naked majesty under a forest tree, that things are simple if you will only call them so in an artless

winning way, and that the best way to make things clear is not to see or admit that they are difficult.

BANKRUPTCY LAW REFORM.

[COMMUNICATED.]

II.

Continuing our comments upon the Government Bankruptcy Bill of last session, we now take up clause 5, relating to acts of bankruptcy. Sub-clauses (*a.*) and (*b.*) are in precisely the same words as sub-sections 1 and 2 of section 6 of the Act of 1869, and require no comment.

Sub-clause (*c.*) is in place of sub-section 3 of the same section, and the only alterations are the introduction of the words "place of business and" in lines 4 and 5, and the omission of the words "or suffered himself to be outlawed" from the end of that sub-section. Speaking generally, we think it wise to adhere strictly to the words of the present Act where no actual change is contemplated, inasmuch as almost every word of the statement of these acts of bankruptcy has been litigated, and the incautious introduction of new words only tends to uncettle everything which has already been settled at the cost of so much money and litigation. The effect of the introduction of the new words here proposed will be seen from the following quotation, the new words being printed in italics:—"That the debtor has, with intent to defeat and delay his creditors, ... being a trader, departed from his *place of business and* dwelling-house, or otherwise absented himself." Now, it might tend to make the law, as it at present stands, more explicit if the word "or" were substituted for the word "and;" for it is well settled that a trader departing from his place of business with intent to defeat or delay his creditors comes within the words "or otherwise absented himself." But what effect will the words proposed have? Will the old decisions upon the words "or otherwise absented himself" become inapplicable? If so, it will certainly not, to our mind, be a desirable change. But if it is anything but clear that such will be the effect, and if not, then the new words will be simply valueless, whilst they will introduce an element of doubt which will probably lead to considerable litigation sooner or later to settle the question. The omission of the suffering to be outlawed will not be likely to make any difference in the practice at the present day, as that act of bankruptcy, though very familiar in sound to the practitioner's ear, is never heard of in actual practice.

"Sub-clause (*d.*).—That execution issued against the debtor on any legal process has, within *fourteen days* before the presentation of the petition, been levied by seizure and sale of his goods."

This will work a great change in the law from what it at present is. At present seizure and sale under an execution, to be an act of bankruptcy, must be against the goods of a trader, and for a sum not less than £50. By this it is proposed to abolish the distinction between traders and non-traders, and also to do away with the limit of £50. We think the proposal an improvement upon the present law, but that it goes too far, and we would suggest a limit of £20. Another change which will be effected by this clause, as drafted, will be that seizure and sale will be an act of bankruptcy available for adjudication for fourteen days only, whereas now (if against a trader for not less than £50) it is available for six months, although if it take place more than fourteen days before a petition for adjudication be presented, the trustee cannot claim the proceeds. Will such a change be advisable? We are not at all satisfied that it will, and think that the law should not be altered in this respect without some good reason, which we fail to perceive. But even if the clause be passed as drafted, there will be nothing to prevent a trustee's title relating back to such an act of bankruptcy within twelve months so as to impeach transactions with persons who had notice of such an act of bankruptcy; for instance, an execution with knowledge by the execution creditors of a prior execution levied by seizure and sale.

"Sub-clause (*e.*).—That the petitioner has obtained final judgment against the debtor for any amount, and has in the prescribed manner served on the debtor in England, or, by leave of the court elsewhere, a bankruptcy notice in the prescribed form requiring him to pay the judgment debt, or to secure or compound for it to the satisfaction of the petitioner, and that the debtor has failed to comply with the requirements of the notice within *fourteen days* after service thereof, if the service is effected in England, and if the service is effected elsewhere, then within the time limited in that behalf by the order giving leave to effect the service."

This appears to be in the place of proceedings by debtor's summons, which are proposed to be abolished entirely. With the changes effected in the law by the Judicature Acts, which prevent a debtor keeping off his creditors by defending an action without having the slightest grounds of defence, as he formerly could, this change may be very desirable, as debtors' summonses are often improperly made use of to put the "screw" on debtors. But it ought not to be overlooked that the change proposed by this clause will cause greater delay in forcing into court an insolvent debtor who may not have committed any act of bankruptcy, and who may obstinately refuse to file a petition himself. This will certainly be considered a great objection by wholesale houses. The section as drafted, too, is open to comment. The words "for any amount," in line 2, ought, we think, to be altered to "for an amount of not less than £20," if that amount is to remain as the amount for which a creditor can present a bankruptcy petition, or otherwise such amount as may be provided as sufficient for a petitioning creditor's debt. "The court," in line 3, will, it is presumed, mean the court having jurisdiction in the bankruptcy; but it might be desirable to give this jurisdiction to the court in which final judgment has been obtained. The advantage of this would be that no new proceeding would be required to be taken until a bankruptcy petition came to be filed, so that costs might be saved if the debtor paid the debt without any bankruptcy petition.

Upon clause 5 generally we would further remark that, as it is proposed to repeal section 6 of the Act of 1869, and substitute this section therefor, a comparison of the two sections will show that, in addition to the changes we have already pointed out, the filing by a debtor of a declaration of his inability to pay, which is now an act of bankruptcy, will be abolished. Now, we do not think this advisable, as cases may often occur where it will be desirable that a debtor should be adjudicated a bankrupt upon a creditor's petition instead of on his own petition, and this act of bankruptcy is a ready and inexpensive way of doing so. As an instance of this, we have in mind a case of considerable magnitude, in our own experience, where the junior partner in a firm consisting of two partners, after involving his firm in heavy liabilities upon bills of exchange, absconded (thereby committing an act of bankruptcy), and the other partner, in order that immediate adjudication might be made against the firm, filed a declaration of inability to pay. If that course had not been open, the more expensive and cumbersome act of bankruptcy of an assignment for benefit of creditors would have had to have been resorted to.

Clause 6 provides for the abolition of proceedings by debtor's summons. This, like clause 3, sub-clause 3, appears to be unnecessary, it being covered by the general repealing clause. We have already discussed the propriety of abolishing proceedings by debtor's summons.

Clause 7, relating to proceedings on a creditor's petition, proposes to re-enact sections 8 and 9 of the present Act. Formerly adjudication was made by the court *ex parte* upon a creditor's petition, but the debtor was allowed seven days in which to give notice to dispute the adjudication. But by sections 8 and 9 of the Act of 1869, the whole practice was changed in this respect, and before adjudication can now be made it is necessary that the petition should be served upon the debtor seven days before the hearing, whilst the form of bankruptcy petition, instead of being a simple statement that the debtor is indebted to the petitioner in the requisite sum to constitute a petitioning creditor's debt, and has committed an act of bankruptcy, as was formerly the case, is now a lengthy and complicated document, and requires the consideration for the debt, full particulars of any security held, and of the act or acts of bankruptcy committed, and other particulars to be set out. Theoretically we admit the present practice may be more correct, but practically we consider that the old one was more satisfactory. The risk of incurring the penalties attaching to filing an unfounded petition for adjudication was sufficient to deter creditors from petitioning except upon clear evidence, and the advantages of being able to obtain immediate possession of the bankrupt's property are obvious. At present great delay often occurs, and if a debtor against whom a petition is filed only contrives to keep out of the way of being served with the petition, he may cause very great expense, inconvenience, and delay, all of which were avoided under the old practice. It is just such changes as this which are the chief cause of the great increase of costs in many cases.

Clause 8 provides for the appointment of a receiver and manager of the debtor's estate after the presentation of a creditor's petition and before adjudication. If the former practice, referred to in our last remarks, were reverted to, this would not be necessary, which would be another considerable saving of expense.

Clause 9 relates to proceedings on a debtor's petition, and is as follows:—

"(1.) A debtor's petition shall allege that the debtor is unable to pay his debts, shall show whether he is a trader, and shall be verified by affidavit.

"(2.) On the presentation of a debtor's petition, duly verified, the court shall forthwith adjudge the debtor a bankrupt."

A further sub-clause might, we think, be added to provide for a trustee's title under a debtor's petition to relate back to prior acts of bankruptcy in the same way as under a creditor's petition.

Clause 10 takes the place of section 13 of the present Act, and is as follows:—

"When on a bankruptcy petition there has been made an order for the appointment of a receiver or an order of adjudication, all proceedings to recover any debt proveable under the petition shall be stayed on notice of the order being given in the prescribed manner, but the court may, on application by any creditor or person interested, allow any proceedings commenced to be continued on such terms and conditions as it thinks just."

The principle of this will, we think, be generally and heartily approved of. The present practice of obtaining restraining orders is simply a means of enabling the solicitors having the conduct of the proceedings to

"make" costs, and is, there is too much reason to fear, often made the most of for that purpose. In fact, the enormously large solicitors' bills of costs for proceedings under liquidation up to the choice of trustee, which at times startle the commercial mind, are generally made up of charges for obtaining restraining orders against suing creditors; and with the abolition of such orders one great ground of complaint against the cost of the present proceedings would, to a very great extent, be at once done away with. In framing any rules, however, under this section, care should be taken not to make the "prescribed manner" of giving the notice so cumbersome as to be as bad as the present system. Why leave it to rules at all? Why not, instead of the words "in the prescribed manner," say, "by sending such notice under the seal of the court by registered post to the address of the suing creditor, or his solicitor, as stated upon the record in the action," or something to that effect.

RECENT DECISIONS.

WHAT IS A "LOCOMOTIVE"?

(*Parkyns* v. *Preist*, Q.B.D., 30 W. R. 13.)

The developments of modern ingenuity in the construction of locomotive machines have given a good deal of trouble to the courts. Having held, in *Taylor* v. *Goodwin* (27 W. R. 489) that a bicycle is a "carriage" within the Highway Act of Will. 4, and in *Williams* v. *Ellis* (28 W. R. 41) that a bicycle-rider is not a " . . . . . beast drawing any coach, sociable, chariot," &c., within the provisions of a local Turnpike Act, the Queen's Bench Division were, in the present case, called upon to decide whether a steam tricycle was a "locomotive propelled by steam" within the Locomotives Act. The steam tricycle was described as being "like an ordinary tricycle, and capable of propulsion in the ordinary way by the feet of the rider, but with auxiliary steam power to assist the rider, which steam power was, however, sufficiently powerful to move the vehicle if desired without the foot motion." There was, however, no smoke, and "the exhaust steam, instead of being blown off into the atmosphere, producing the puffing noise common to locomotives, is discharged into a coiled pipe in another metal case behind the rider's seat, and is there condensed and returned by a small pump to the boiler as hot water, thus at once economizing water and fuel, and preventing escape of steam into the atmosphere." There was therefore nothing more to frighten horses than in the ordinary tricycle, and as the weight was only about two hundred-weight, and the tires of the wheels were only one and a-half inches in width, there was no reason to apprehend damage to the surface of roads. But the definition of "locomotive" in the Act is "a locomotive propelled by steam, or any other than animal power." This machine, although it might be propelled by the foot, was capable of propulsion exclusively by steam power, hence it was held to be a locomotive within the Act.

DISTRESS BY MORTGAGEES ON GOODS OF COMPANY FOR INTEREST DUE BEFORE COMMENCEMENT OF WINDING UP.

(*In re Brown, Bayley, & Dixon, Limited*, Fry, J., 30 W. R. 5.)

In this case a limited company had executed a mortgage deed to trustees for debenture-holders containing a power of distress for arrears of interest, but no attornment clause. Upon the winding up of the company the trustees moved that they might be at liberty to exercise the power of distress in respect of arrears of interest due before the commencement of the winding up. Their main contention seems to have been that, according to the principle laid down in *Loyd* v. *Lloyd & Co.* (25 W. R. 872, L. R. 6 Ch. D. 339), the mortgagee ought to be allowed to realize his security and enforce all his remedies. Now, in that case there are observations which undoubtedly, if taken without regard to the facts of the case, might be thought to bear out the contention in the present case. Thus, Lord Justice James said that "power was given to the court to interfere with actions by restraining them or not allowing them to proceed, but this power was given because it was understood that the court would exercise it with a due regard to the rights of third persons, persons who were not members of the company, and who had not to come in and claim to share in the distribution of the company's assets among the creditors, and who were not therefore *quasi*-parties to the winding-up proceedings. The court would have due regard to the rights of independent persons. A mortgagee is, to my mind, such an independent person, and his rights ought not to be interfered with because his mortgagors have chosen to become insolvent and to have a winding up." But these observations must be taken to have reference to the case in which they were made, in which a mortgagee was seeking to continue a foreclosure action, not to enforce a claim which could be proved for in the winding up. It has long been settled that section 163 of the Companies Act, 1862, is to be considered as applicable whenever the person who distrains on effects of the company distrains as a creditor of the company, and it is difficult to see on what ground of principle a distress by a mortgagee under an express power is to be distinguished in this respect from a distress levied by a railway company under a statutory power to recover arrears of toll, to which it was held, in *In re Traders' North Staffordshire Carrying Company* (23 W. R. 255), that the provisions of sections 87 and 163 were applicable. Mr. Justice Fry, in the recent case, adopted this view, and held (following *In re Silkstone, &c., Company*, 29 W. R. 484, L. R. 17 Ch. D. 158) that a distress for interest due before the commencement of the winding up cannot be distrained for.

USUAL COVENANTS IN A SEPARATION DEED.

(*Hart* v. *Hart*, Kay, J., 30 W. R. 8.)

This case will be memorable for the spectacle of a number of learned conveyancers routed out of their seclusion and arrayed before the court in the novel capacity of witnesses to testify to the meaning of a provision in an agreement for a separation deed that the deed was to contain the "usual covenants." The question was whether these words authorized the insertion of a clause providing that the deed should be valid only so long as the wife continued to lead a chaste life. Mr. Justice Kay held that such a provision should not be inserted. The principal interest of the case lies, however, in the mode adopted by the learned judge to arrive at a decision on the point of what are usual covenants. In *Hampshire* v. *Wickens* (26 W. R. 491), where a similar question arose upon an agreement for a lease "on all usual covenants," the Master of the Rolls said that "usual" means "according to the usual practice of mankind;" and in order to ascertain this practice he looked at the books of precedents. We ventured at the time to express a doubt whether precedent books were always a safe guide as to the actual contents of deeds, for the authors give all the clauses which *may* be required, without much regard to the question of what are or are not quite usual; and we added that "the general practice can only be ascertained from practitioners." We cannot complain of Mr. Justice Kay's having carried out our suggestion, but we are not without apprehension as to the effect on the costs of legal procedure if a cloud of conveyancers is to be summoned to assist in the decision of cases turning on the question of what are usual covenants.

REVIEWS.

BANKRUPTCY LAW.

A Treatise on the Law of Bankruptcy; Containing a Full Exposition of the Principles and Practice of the Law. Fourth Edition. By George Young Robson, Esq., Barrister-at-Law. Butterworths.

We think Mr. Robson is right in his decision to wait for no more Bankruptcy Bills before publishing his new edition. Even if Mr. Chamberlain's consolidating and amending Bills should be passed next session, little alteration will be effected in the principles of the law; and in the meantime there is certainly much need for a re-issue of a work which we believe is now generally deemed the standard authority on bankruptcy law. There are few subjects on which decisions accumulate so rapidly as this, and the five years which have elapsed since the last edition have produced some more than usually important judicial interpretations of the law. The effect of these is concisely stated in the text. Mr. Robson does not content himself with a bare reproduction of head-notes, but carefully weighs the decisions before incorporating them with his text. Nor does he hesitate, when occasion requires, to express an opinion. Thus, at p. 440, he states as follows the effect of *Ex parte Walton* (L. R. 17 Ch. D. 740):—"In accordance with the principle of the cases on this subject, a construction has been put on the [disclaimer] clause in question, which, if not altogether consistent with the language of it, is at all events recommended by justice and common sense, and is probably what was really intended by the Legislature—namely, that a disclaimer by a trustee of a lease or other onerous obligation of a bankrupt, operates only so far as is necessary to relieve the bankrupt and his estate and the trustee from liability, and does not otherwise affect the

rights and liabilities of other parties. And that if a bankrupt lessee has granted an under-lease, a disclaimer of the original lease will not affect the rights of the original lessor to distrain, as against the under-lessee, for rent reserved by the original lease, or to re-enter for a breach of covenant or non-payment of rent. And that if the under-lease is at a rent less than that reserved by the original lease, the under-lessee will be entitled to prove in the bankruptcy for the value of the difference between the two rents." Nor has the point, to which we recently drew attention in connection with this decision, whether the landlord, after disclaimer, could take advantage of section 9 of 8 & 9 Vict. c. 106, as giving him the rights of the reversioner on the under-lease, and at the same time maintain against the under-lessee his rights under the original lease, escaped Mr. Robson's attention. The chapter on Bills of Sale has necessarily been re-written, and contains an excellent summary of the decisions on the recent Act. We see no reason to qualify in any way the praise we have before bestowed on this work as by far the most convenient to the practitioner of all the treatises on bankruptcy law.

PROBATE.

BROWNE'S TREATISE ON THE PRINCIPLES AND PRACTICE OF THE COURT OF PROBATE IN CONTENTIOUS AND NON-CONTENTIOUS BUSINESS. Revised, enlarged, and adapted to the Practice of the High Court of Justice in Probate Business. By L. D. POWLES, Barrister-at-Law. INCLUDING PRACTICAL DIRECTIONS TO SOLICITORS FOR PROCEEDING IN THE REGISTRY. By T. W. H. OAKLEY, of the Principal Registry, Somerset House. H. Sweet; Stevens & Sons.

By far the best part of Mr. Browne's book was that which treated of contentious business, and Mr. Powles has altered and modified this so as to adapt it to the practice under the Judicature Acts. He has also done a good deal in the way of correcting and improving, by additions of omitted cases, the portion relating to non-contentious business. The portion of the work relating to the practice in matters of common form, so far as relates to matters taking place within the walls of the Principal Registry, has been revised by Mr. Oakley, whose long experience in that department is a guarantee of accuracy and completeness. But a good deal more remains to be done in subsequent editions. In particular the editor should remodel the notes. At present some of them are singularly compiled. Thus, on page 42, to establish the proposition that as a general rule a will disposing of realty but containing an appointment of an executor is entitled to probate, notwithstanding the renunciation of the executor, we are first referred to *In the Goods of Jordan* (16 W. R. 407); then we are told to "see also" three other cases; then follows "But see" two other cases, and finally we are informed that in the last of the cases named "the following further cases are cited as to authority of court to grant probate of wills of realty," a string of four cases being appended. This practice of stating the cases cited in argument is not uncommon in the book, and is greatly to be deprecated. It is the duty of a text-book writer to satisfy himself that every case he cites in his notes has some direct bearing on the proposition in the text, and he has no right to burden his readers with all the cases which counsel think fit to bring before the court. An appendix covering 377 pages contains the statutes, rules and orders, and fees of the Principal Registry and district registries', also the provisions relating to probate and administration of the Customs and Inland Revenue Act of June last, and the new fees. We think that the forms under the Judicature Acts might well have been omitted.

HIGHWAYS.

PRATT'S LAW OF HIGHWAYS, COMPRISING THE HIGHWAY ACTS, 1835, 1862, 1864, THE SOUTH WALES HIGHWAY ACTS, AND OTHER STATUTES, &c., ALSO THE TRAMWAYS ACT, 1870. TWELFTH EDITION. By SAMUEL PRENTICE, Q.C. Shaw & Sons.

The chief feature in this new edition is of course the Act of 1878, which is printed in full and carefully annotated, and supplied with cross-references by the editor, whose plan does not, however, embrace the offering of much independent opinion on moot points. Thus, as to "extraordinary traffic" under section 23 of the Act of 1878, he contents himself with summarizing the decisions in *Aveland* v. *Lucas* and *Wallington* v. *Hoskins*; nor have we found any discussion of the matter in the introduction. The Tramways Act, 1870, and the provisions of the Public Health Act, 1875, relating to highways, have been added, together with the orders of the Local Government Board relating to highways. The work is a very complete collection and digest of all the existing law relating to highways.

A Western constable, says the *Canada Law Journal*, held an execution against a farmer, and when he called for a settlement, the agriculturalist took him out into a big pasture and pointed out a wild steer as the particular piece of property that could be levied upon. The constable chased the steer around for awhile and then sat down, and taking out his book commenced to write. "What are you doing there?" asked the farmer. "Charging mileage," replied the constable, without looking up. "Do I have it all to pay?" gasped the farmer. "You have." "Then take this tame heifer here."

CORRESPONDENCE.

THE CONVICTIONS FOR BRIBERY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—No doubt the attention of the Council of the Incorporated Law Society will be drawn to these convictions, so far as they affect the solicitors who have been sentenced to a very severe punishment.

When the council was first consulted on the matter, I think they returned a very judicious answer, declining to deal with the question which was then *sub judice*.

Now that the sentences have been pronounced, the council will probably be invited to re-consider the matter. I have a great detestation of bribery and corruption in any form, but I have as much detestation of anything approaching injustice. I think that those who supply the means for bribing are as culpable, if not more blameworthy, than the agent, who, probably without much consideration, and in a moment of excitement, has been the intermediary.

Probably I am only speaking the sentiments of many of your professional readers if I venture to express a hope that the council will not, by any action on their part—or at least, not without the maturest consideration—add to the horrors and ignominy which the unfortunate gentlemen are now enduring in consequence of the infliction upon them of a long sentence of imprisonment.

Dec. 7. A MEMBER OF THE INCORPORATED LAW SOCIETY.

DISCLAIMER OF LEASE BY TRUSTEE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—To me the decisions in the cases you referred to last week of *Ex parte Walton* and *Ex parte Glegg* appear to be entirely inconsistent. If, as was decided in the former case, the effect of a disclaimer is not that of an absolute surrender of the lease, but only of a qualified surrender, for the purpose of relieving the bankrupt and his estate and the trustee from liability, without affecting the rights and liabilities of other parties, how can it be right or consistent to hold that the effect is to give up to the lessor property which belongs to the bankrupt's creditors, and which, perhaps, constitutes the whole of his assets? A disclaimer either operates as a surrender of the lease, or it does not. If it does, the decision in *Ex parte Walton* cannot be right. If it does not, *Ex parte Glegg*, as well as *Ex parte Stephens*, *Re Lavies*, and *Ex parte Brooke*, *Re Roberts*, must be wrong. Prior to any statutory enactment as to disclaimer, the assignees of a bankrupt were entitled to disclaim an onerous lease without sacrificing fixtures, or crops, &c., belonging by the terms of the lease to the bankrupt lessee, and it cannot be reasonably supposed that the object of the Legislature was to attach to the right to disclaim a penalty by way of forfeiture so injurious to creditors. It is to be hoped that if a Bankruptcy Act is passed next session, as you seem to anticipate (I imagine rather too sanguinely), the rights of creditors will be properly protected, and the release of the bankrupt and his estate provided for at a less costly price and more consistently. G.

Lincoln's-inn, December 3.

[We understand the principle of *Ex parte Walton* to be that a disclaimer operates as a surrender only as between the lessor on the one hand, and the bankrupt, his trustee, and his estate on the other hand. In his judgment in that case, Lord Justice Lush said: "The word 'surrender' must be read in a qualified sense, the object being merely to put the trustee in the same position as if the lease *had never become vested* in him." Would the trustee, if the lease had never become vested in him, have had any right to the fixtures?—ED., *S.J.*]

BANKRUPTCY LAW REFORM.

[*To the Editor of the Solicitors' Journal.*]

Sir,—There seems to be a prospect of another Bankruptcy Act next session; and, that being so, it will not be amiss that your columns should contain suggestions for amendments of that department of the law. Three points occur to me on which I would elicit the opinion of your readers as to whether they should or should not be adopted.

The first point is this: it is common, on making an advance of money, for the lender to retain a portion for commission, and to charge interest at an exorbitant rate. It is common also, for a trader supplying goods to another, to allow a trade discount and a cash discount, if they are paid for in ready money, but to claim the full price if credit is given. The result of these practices is to swell the amount of the creditor's claim, so that if the debtor eventually comes to grief, and pays only a small dividend, the creditor's loss is diminished; indeed, in many cases, the creditor suffers no loss at all, if two or three of his bills are paid, as the gain upon these will cover the loss on a subsequent bill. Now, it may have been quite right to repeal the usury laws, and hold all bargains to be good between debtor and creditor; but is it clear that the same principle should apply when the debtor is not concerned in the matter, and the only question is to adjust the rights of his various creditors against each other?

Would it not then be more correct to disallow all commissions on loans, and to charge for all goods the lowest cash price, and allow on all claims a fixed rate of interest, say simple interest at five per cent. from the date of the loan or supply of goods, and disallow all extra interest? Creditors would then be placed side by side according to their real advances, instead of being ranked according to the fictitious amounts for which they press the debtor to agree to make himself liable to them.

The second point is this: no penalty is at present attached to an omission on the part of a bankrupt to have kept proper accounts, and it would, no doubt, be too much for the law to lay down rules as to the class of accounts to be kept in all kinds of business, and require conformity to these rules. But there is one safeguard for solvency which is, I believe, required by the law of some continental nations, and does not throw any heavy burden upon men of business. This is, to require every trader to make out a balance-sheet of his affairs once in every twelve months, and to enact that if he goes bankrupt, and cannot produce his last balance-sheet, or produces one which is manifestly fictitious, he is guilty of a misdemeanor. Would it not be well to introduce some similar provision into our law?

The third point is this: the object of white-washing a man is to induce him to be industrious, which he will not be if he knows that the fruit of his labours will go to his creditors and not to himself. It is well enough, therefore, that after a discharge in bankruptcy, the bankrupt should be entitled to keep whatever he can earn. But is there any principle which makes it desirable that he should be allowed to keep whatever may come to him by succession, devise, bequest, or by any means other than his own industry? Would it not be right that all such property should vest in his trustee in bankruptcy until all the just claims of his creditors were satisfied? If the law were framed on this principle, and the claims of creditors were adjusted according to the first point mentioned in this letter, I fancy it would be found that the deficiencies shown under bankruptcies would be very much less than at present.

I hope to elicit some expression of opinion upon these matters.

PRUDENS.

THE INTERPRETATION OF THE CONVEYANCING ACT.

WE have recently received several queries on this subject. "C." (not our former correspondent) writes:—

"With reference to the wording of section 60 of the Conveyancing Act, is there anything in the following doubt?

"A power to enter the premises and view their state of repair is ordinarily given to lessors by means of a covenant that it shall be lawful for the lessor to enter, &c. Now, if the lessor only were named, would the benefit of such a covenant enure to his heirs or his executors, administrators, or assigns, as the case might be?

"It does not appear to be a covenant to do any act to the lessor or for his benefit.

"Nor, perhaps, does section 10 help in the matter, because, although it is a provision having reference to the subject-matter of the lease, it is not 'on the lessee's part to be observed and performed.'

"It might be held, however, to amount to a covenant to do the act of permitting the landlord to enter, and in that way might inure to the benefit of his representatives.

"I should be glad, if you think it worth while, to see some remark upon this point in your journal.

[We think that such a covenant is properly said to be "on the lessee's part to be observed and performed."]

Our former correspondent "H." has sent us some further remarks upon our criticism of the Conveyancing Act, which are much more formidable from number than from strength of argument. We deal with them separately as follows:—

"In article 9 you say, in reference to section 30, sub-section (1), 'The most obvious time to which to refer the words "is vested" would be the time of the creation of the trust.'

"This 'literal construction' is excluded by the divisional heading 'VI. Trust and Mortgage Estates *on Death*.'"

[We have never been able to satisfy ourselves what degree of authority is possessed by the heading to which "H." refers; and we think the question a difficult one, though he seems to think it very easy. But at all events we hardly think that the words "at death" can be allowed to fix the time of every verb in the present tense occurring in the chapter. And we are quite clear that what "H." suggests is a very improper mode of drafting important statutes.]

"You inquire, 'In what manner does a chattel real *bequeathed by a testator* vest in the executor?' The language of the Act is 'a chattel real vesting in' the personal representative; that is, of course, *virtute officii*, for the words, 'notwithstanding any testamentary disposition,' ignore any devise or bequest, and, if words mean anything, render it nugatory. How could 'the personal representatives, by assenting to a devise of the trust estates, constitute the devisee of such estates a trustee,' without giving a qualified effect to 'a testamentary disposition,' which is plainly to have no effect?"

[Of course, if the matter is settled by the words, "*which is plainly to have no effect*," there is an end of it. But we see nothing to justify this peremptory ukase. "H." seems quite to have forgotten that the property is not actually a chattel real, but an estate of inheritance. The words, "*notwithstanding any testamentary disposition*," do not (or at least, need not) *qualify* the *mode in which* a chattel real vests in the executor, but rather refer to the fact that, but for the statute, the estate would never vest in the executor at all. Since this gives a sufficient meaning to the words "notwithstanding any testamentary disposition," why should not such a disposition have a "qualified effect," if such an effect seems to be given by a subsequent part of the enactment?]

"The personal representatives are to be 'deemed in law' the deceased's 'heirs and assigns.' Can a man have two sets of heirs and assigns in this matter?"

[This was the very question we ourselves put. And why not "*in this matter*" as well as in others? There can be no doubt that the deceased has two sets of heirs and assigns in fact, one at common law, and the other by this statute. Herein we see some reason for a doubt; and we regret that "H." has no lawful authority to remove it by another ukase.]

"With reference to section 31, sub-section (1), you say the interpretation clause defines the term instrument *absolutely* as meaning 'deed, will, inclosure award, and Act of Parliament'; but it only says 'Instrument *includes* deed,' &c. There are instruments which do not come under the terms, 'deed, will,' &c., and a writing declaring trusts of land is one."

[If "H." will ponder the interpretation clause, we think he will discover that "includes" obviously does not always mean "includes, among other things." In the present case, the things which are enumerated as being included under 'instrument,' are all things which everybody would have supposed to be so included, without being told. There was therefore no sense in enumerating them, unless the enumeration was intended to be *exhaustive*.]

"In article 10 you see in the use of the word 'income' in section 10, sub-section (1), ambiguity leading to the inference that a beneficiary under a settlement of real estate may exercise the rights and powers given by the section. But section 2 (iii.) says, 'In relation to land, income includes rent and profits.'"

[This remark of our correspondent agrees remarkably ill with his last one. For it would be quite enough to justify us in what we said if "income" includes, besides rents and profits, the other kind of income to which our remark referred.]

"In reference to section 11, sub-section (1), you foreshadow 'inconvenient consequences' from your inference that the latter part of the sub-section does not, like the preceding part, affect to give a remedy to the termor after a severance of the reversion, the words 'the several parts thereof' not being repeated in such latter part. 'The obligation aforesaid,' in the latter part, is 'the obligation . . . . . incident to . . . . . *the several parts*' of the reversionary estate; and in the previous part of the sub-section the reversionary estate is still spoken of as 'that reversionary estate,' even after severance, and as including 'the several parts.'"

[We venture to think that the words "the obligation aforesaid" mean simply "the obligation of a covenant entered into by a lessor with reference to the subject-matter of the lease," and that by no rule of grammar to be found anywhere outside the letter of our correspondent can those three words be permitted to carry on their back the whole of the previous enactment in which they occur.]

"You say the parties are nowhere empowered to exclude the operation of sections 10, 11, and 12. Does not section 66, sub-section (2), empower them to do so? It provides that 'nothing in this Act shall be taken to imply that the . . . . adoption in connection with . . . . any . . . . transaction of any . . . . other powers, &c., is improper.'"

[By this time "H." seems to have puzzled himself into a very thick fog. We are quite unable to guess where his argument lies, but we are able without the least difficulty to answer his question in the negative. We think that section 66, sub-section (2), has no more to do with the matter than any other section picked quite at random from the Statute-book. How on earth does the fact that anything which can be excluded may be excluded without impropriety, tell us whether or no we can exclude sections 10—12? Moreover, those sections have nothing whatever to do with "*powers*."]

Clause 25 of the Prisons Act, 1877, provides that a prisoner who is confined in a prison situated beyond the limits of the county, borough, or place in which he was convicted of his offence, shall, at the time of his discharge, be taken back at the public expense to the county, borough, or place in which he was so convicted. By the Standing Order of the 24th of April, 1878, also, every prisoner is to be furnished with breakfast on the authorized scale on the morning of his release, and, if destitute, and his destination be at such a distance that he cannot reach it by mid-day, he is to be furnished with 12 oz. of bread and 4oz. of cheese for his dinner, and, under the same circumstances, if the prisoner is unable to reach his destination on foot by mid-day, the governor may, at his discretion, provide for his passage by public conveyance to his destination. Mr. Charles Leigh Clare, hon. secretary "Prison Conference," of Park-lane, Higher Broughton, Manchester, has addressed a letter to the prison officials throughout the kingdom asking them for information as to their practice as regards these provisions, and whether the prisoner's attention is called to either clause 25 of the Prison Act of 1877, or the Standing Order of the 24th of April, 1878, either on or before his discharge. Mr. Clare says:—"I find that in some prisons nothing is done for the prisoners unless they make application, which they seldom do, because they have no knowledge either of the clause in the Act or of the Standing Order. The system of alternative prisons is a strong argument in favour of the prisoner being made aware of the provision for his return home, otherwise he may be turned destitute upon the streets of a strange town, and liable at once to be taken as a rogue and vagabond, or led to commit theft to supply his immediate wants."

CASES OF THE WEEK.

PRACTICE—ORDER FOR SERVICE OUT OF JURISDICTION—MOTION TO DISCHARGE—ADMISSIBILITY OF EVIDENCE TO SHOW NO CAUSE OF ACTION ARISING WITHIN JURISDICTION—AFFIDAVIT THAT DEFENDANT IS A BRITISH SUBJECT—ORD. 11, RR. 1, 1A, 3.—In a case of *Fowler* v. *Barstow*, before the Court of Appeal on the 1st inst., some questions of importance arose as to the practice with regard to service out of the jurisdiction. Rule 1 of order 11 provides that "service out of the jurisdiction of a writ of summons or notice of a writ of summons may be allowed by the court or a judge (*inter alia*) whenever any act or thing sought to be restrained or removed, or for which damages are sought to be recovered, was or is to be done or is situate within the jurisdiction." And by rule 1a (June, 1876) it is provided that in actions relating to contracts, "the judge, in exercising his discretion as to granting leave to serve such writ or notice on a defendant out of the jurisdiction, shall have regard to the amount or value of the property in dispute or sought to be recovered, and to the existence in the place of residence of the defendant, if resident in Scotland or Ireland, of a local court of limited jurisdiction, having jurisdiction in the matter in question, and to the comparative cost and convenience of proceeding in England or in the place of such defendant's residence, and in all the above-mentioned cases no such leave is to be granted without an affidavit stating the particulars necessary for enabling the judge to exercise his discretion in manner aforesaid, and all such other particulars (if any) as he may require to be shown." And rule 3 provides that "every application for an order for leave to serve such writ or notice on a defendant out of the jurisdiction shall be supported by evidence, by affidavit, or otherwise, showing in what place or country such defendant is or probably may be found, and whether such defendant is a British subject or not, and the grounds upon which the application is made." In the present case the action was brought against a defendant, who was residing in Edinburgh, to recover some moneys which had been paid by the plaintiff, in consequence, as he alleged, of some false representations made to him by the defendant and some other persons with regard to the value of a colliery. The plaintiff obtained, *ex parte*, an order giving him leave to serve the writ upon the defendant at Edinburgh. This order was obtained upon an affidavit by the plaintiff, which purported to show that he had a cause of action against the defendant arising within the jurisdiction. The writ having been served on the defendant, he entered a conditional appearance, and then applied to Chitty, J., to discharge the order for service and to set aside the service. In support of his application he filed an affidavit contradicting the plaintiff's affidavit, and the plaintiff filed another affidavit in reply. Chitty, J., did not allow either the defendant's affidavit or the plaintiff's affidavit in reply to be used, and he refused the application. The defendant appealed, and it was urged on his behalf that, though the action did not relate to a contract, still the affidavit required by r. 1a, ought to be made; that the plaintiff's original affidavit on which the leave to serve the writ was obtained was insufficient, because it did not state that the defendant was a British subject; and that, at any rate, the defendant's affidavit and the plaintiff's affidavit in reply ought to be admitted, and that from them it appeared that the plaintiff had no cause of action arising within the jurisdiction. On the other side it was said that it was contrary to the practice to allow a contest of affidavits on the question whether the cause of action arose within the jurisdiction. The court (JESSEL, M.R., and BAGGALLAY and LUSH, L.JJ.), overruled the two objections to the plaintiff's first affidavit, but they held that the other affidavits ought to have been admitted. JESSEL, M.R., said that the note by way of preface to the rules provided that the old practice was to remain in force where no other provision was made by the Act or Rules. It sometimes happened that the practice in the Court of Chancery differed from that of the Common Law Courts, and the Court of Appeal had decided that in such cases the better practice was now to be adopted in both divisions of the High Court. But where the old practice had been the same in chancery and at common law, of course it still remained in force, if no other provision was made by the rules. Under the Common Law Procedure Act, which was rather stricter in its terms as to service out of the jurisdiction than the Judicature Act, it was the practice to allow a defendant who had been served out of the jurisdiction to enter a conditional appearance and to file an affidavit to show that the plaintiff had no cause of action arising within the jurisdiction, and, if the court was satisfied that this was so, it discharged the service out of the jurisdiction. But, if the court doubted where the cause of action had arisen, it put the plaintiff under an undertaking to submit to have his action dismissed if it should ultimately turn out that the cause of action did not arise within the jurisdiction. The practice was equally well settled in the Court of Chancery, though it was in some respects more lax than that at common law. The Court of Chancery made the original order for service simply upon the statements in the plaintiff's bill, but even then the defendant could enter a conditional appearance, and could put in an affidavit denying that there was any cause of action within the jurisdiction. The very point was decided by Lord Westbury in *Foley* v. *Maillardet* (1 D. J. & S. 389), and that settled the practice. This being so, the practice as to the admissibility of affidavits to contest the question whether the cause of action arose within the jurisdiction was before the Judicature Act the same in the courts of equity and common law, and the practice was, therefore, still the same. But it must not be supposed that his lordship intended to decide that affidavits were admissible to try the merits of the case; he only decided that they were admissible upon the question of the *forum*. The affidavits in the present case ought, therefore, to have been admitted. It had been argued that the affidavit which was required by rule 1a of order 11 in cases of action on contract ought to be required also in other cases. But that was not the true construction of rule 1a. That rule was carefully limited to that part of rule 1 which dealt with cases of contract. Rule 1a was made because of complaints which had arisen that actions for small debts, which ought to have been brought in Scotland or Ireland, were constantly brought in London. Another objection raised was that the plaintiff's original affidavit ought to have stated, as was required by rule 3 of order 11, that the defendant was a British subject. That rule, however, was only directory, and did not say that the order for service out of the jurisdiction should be discharged if it was not complied with. That was discretionary. If it turned out that an affidavit on that point was immaterial, the court would not discharge the order. The object was this: a British subject might be served with the Queen's writ anywhere. But if the defendant was not a British subject, and was residing out of the Queen's dominions, he must not be served with a writ, but only with a notice of a writ, because foreign Governments would object to the service of the Queen's writ on one of their own subjects residing in his own country. The object of the requirement of rule 3 was that the court might know whether a writ or a notice ought to be served. But if the defendant was residing in Scotland, this was immaterial; for anyone who was residing within the Queen's dominions might be served with the Queen's writ. If he was a foreigner, he owed the Queen a temporary allegiance while he was within her dominions. Though the rule was not so well expressed as it might have been, that was the object of it, and no court would discharge an order for service of a writ out of the jurisdiction in Scotland or Ireland because the affidavit did not state that the defendant was a British subject. Upon the affidavits his lordship came to the conclusion that it was proved that the plaintiff had not a cause of action arising within the jurisdiction. The order for service must, therefore, be discharged, with costs in both courts. BAGGALLAY, L.J., thought that an affidavit might be made for the purpose of showing that there was not any cause of action arising within the jurisdiction. But as a general rule (except, perhaps, in a case of gross fraud) the affidavit ought not to go beyond that, though, of course, it might sometimes be impossible to avoid going to some extent into the merits of the case. LUSH, L.J., said he was very glad to find that the practice had been established in the Chancery Division in the same way as it had been in the common law divisions ever since the Judicature Act, and, indeed, ever since the Common Law Procedure Act. Under that Act, the practice was for the plaintiff to effect service out of the jurisdiction at his peril. If the defendant was a British subject, the plaintiff was at liberty to serve him with a writ; if the defendant was (for instance) a French subject residing in France, the plaintiff must give him a notice in lieu of serving him with a writ. The reason for this distinction was obvious; it would be an affront to the Sovereign of a foreign country for an English court to assume jurisdiction over his subjects in their own country. Under the Common Law Procedure Act the question of jurisdiction arose upon the plaintiff asking the leave of the court to proceed under the writ, and on that application affidavits could be filed by both sides. Under the Judicature Act the leave of the court must be obtained before the writ was issued at all, and this was a very great improvement in the practice. Rule 1 of order 11 implied that the court was to ascertain the fact whether the cause of action arose within the jurisdiction, and it must, therefore, be open to the defendant to show that it did not.—SOLICITORS, *Keeping & Co.*; *F. W. Snell & Greenip.*

LIQUIDATION BY ARRANGEMENT—CLOSE OF LIQUIDATION—DISCHARGE OF DEBTOR—SALE OF PROPERTY TO TRUSTEE—BANKRUPTCY ACT, 1869, SS. 15, 17, 47, 48, 49, 125—APPEAL FOR COSTS—JUDICATURE ACT, 1873, S. 49.—In a case of *Ex parte Wainwright*, before the Court of Appeal on the 1st inst., a question arose as to the effect of a sale of the property of a liquidating debtor to the trustee in the liquidation. The trustee, not having been able to sell the property of the debtor, which consisted mainly of a hotel which was subject to some mortgages, made an offer to buy it himself, and the creditors at a meeting summoned for the purpose passed a special resolution accepting the offer. The resolution authorized the trustee "to purchase the debtor's estate, which consists among other assets of the Queen's Hotel and premises, and certain tenements adjoining, at such a price as will, after paying the principal and interest on the mortgage, leave sufficient to pay the creditors a dividend of five shillings in the pound and all the costs, charges, and expenses of the liquidation." The resolution was afterwards sanctioned by the court. The trustee made the payments mentioned in the resolution, and the hotel and all the other then existing assets of the debtor were transferred to him, but no resolution was passed by the creditors formally closing the liquidation, or granting the debtor a discharge. The debtor was not in any way a party to the purchase by the trustee or the resolution which approved of it, nor did he know of it for some time afterwards. But when he did know of it he set up in business again, and carried it on for several years without any interruption by the trustee, who was not aware of the fact. When however, he did become aware of it, he took possession of the debtor's stock-in-trade, claiming it on behalf of the creditors in the liquidation. The judge of the county court held that the effect of the resolution authorizing the sale to the trustee was to close the liquidation, and to release the debtor's after-acquired property, and that it would under the circumstances be inequitable for the creditors to claim it, and he ordered the trustee to withdraw from possession. Bacon, C.J., held (30 W. R. 62) that the after-acquired property had not been released, and that the trustee was entitled to it. But he ordered the trustee to pay his costs of the applications to the court personally, on the ground that he ought not to have purchased the estate without first resigning his office of trustee. And he ordered that the debtor should also pay his own costs. The Court of Appeal (JESSEL, M.R., and BAGGALLAY and LUSH, L.JJ.) affirmed this decision, except as to the costs. JESSEL, M.R., said that the requirements of section 125 as to the close of the liquidation and the discharge of the debtor had not been complied with. By sub-section 5 of section 125 the property of the debtor vested in the trustee in a liquidation just as it would do in a trustee in a bankruptcy—that is, all the debtor's property at the commencement of the liquidation, and all his after-acquired property, so long as the liquidation lasted and he was undischarged, vested in the trustee. In a bankruptcy the after-acquired property of the bankrupt would never be free from the claims of the

creditors except for the provisions of sections 47 and 49 as to the close of the bankruptcy and the discharge of the bankrupt, but sub-section 9 of section 125 expressly provided that the provisions of those sections should not apply to a liquidation by arrangement. The close of a liquidation and the discharge of the liquidating debtor were, by sub-section 9, made to depend entirely on a resolution of the creditors, and it might happen, though it was found by experience that this was not generally the case, that the debtor would be worse off, if the creditors were hostile, in a liquidation than in a bankruptcy. The resolution which was passed in the present case said nothing about the close of the liquidation or the discharge of the debtor. If a resolution amounted in substance to a close of the liquidation or a discharge, no doubt that would be enough, but in the present case the resolution amounted to nothing more than a sale of the debtor's existing assets to the trustee. The sanction of the court was necessary, because without it the trustee could not have become the purchaser. BAGGALLAY and LUSH, L.JJ., pointed out that the case of *Ex parte Tinker* (22 W. R. 794, L. R. 9 Ch. 716), was distinguishable, because there the sale of the property was to the debtor himself, at a price to be paid by instalments, and it was clearly intended that he should pay for it by means of his future earnings. It would, therefore, have been inequitable to allow the creditors after the sale to seize the property which he had since acquired.

The question of costs was raised by a cross-notice of appeal given by the trustee. And the court held that, inasmuch as, if the trustee had not acted improperly, he would have been entitled to his costs out of the estate, the case was within one of the recognized exceptions from the rule that there cannot be an appeal for costs; in this respect, as in the recent case of *Farrow* v. *Austin* (25 SOLICITORS' JOURNAL, 640, L. R. 18 Ch. D. 58), not following the rule which was laid down in *Taylor* v. *Dowlen* (17 W. R. 779, L. R. 4 Ch. 697), and in *In re Hoskins' Trusts* (25 W. R. 779, L. R. 6 Ch. D. 281), that a trustee who had been ordered to pay costs personally could not appeal from the order, though he claimed the costs out of the trust fund. And the court held that, in buying the property openly with the sanction of the court, the trustee had been guilty of no impropriety, and that he ought to have been allowed his costs out of the estate, and they varied the order of the Chief Judge in this respect. And, as to the debtor's costs, the court were of opinion that the case was one of great hardship, and that all parties believed at first, when the sale was made, that the liquidation was at an end, and that the debtor was free to trade on his own account. They therefore ordered his costs of the proceedings to be paid out of the estate, but directed that the trustee's costs should have priority.—SOLICITORS, *Gregory, Rowcliffes, & Co.*; *Pyke & Parrott.*

INTERPLEADER ORDER—COURT OF BANKRUPTCY—RIGHT OF APPEAL—ORDER IN DEFAULT OF APPEARANCE—ORDER ON MOTION—RE-HEARING—1 & 2 WILL. 4, c. 6—1 & 2 VICT. c. 45—COMMON LAW PROCEDURE ACT, 1860 (23 & 24 VICT. c. 126), ss. 14, 17—BANKRUPTCY ACT, 1869, ss. 65, 71—JUDICATURE ACT, 1873, ss. 19, 50—ORD. 1, r. 2.—In a case of *Ex parte Streeter*, before the Court of Appeal on the 24th ult., the question was raised whether an order in interpleader, made by the Chief Judge in Bankruptcy upon motion by the sheriff, determining the rights of the parties in regard to the goods which were the subject of the adverse claims, could be appealed from, the amount in dispute being under £50. Goods were seized by the sheriff under a *fi. fa.* for costs, taxed at £32, which had been ordered to be paid by the Court of Bankruptcy, and the goods were claimed by the holder of a bill of sale which the execution debtor had given to secure a sum of £75. The sheriff served on the execution debtor and the bill of sale holder a notice of motion in the Court of Bankruptcy, that they should appear on a day named and state the nature of their respective claims to the goods, and maintain or relinquish the same, and abide by such order as might be made. On the hearing of this motion on the day named, the registrar, acting as Chief Judge, decided in favour of the bill of sale holder. The order, on the face of it, appeared to have been made in default of appearance of the execution creditor, inasmuch that it stated that he was "not legally represented." In fact, a managing clerk of some solicitors appeared for him, but, as the clerk was not himself a solicitor, the registrar declined to hear him as an advocate. The application to the Court of Appeal was by the execution creditor by way of appeal from the refusal of the registrar to grant a re-hearing of the interpleader motion. It was urged on behalf of the appellant that it was necessary to apply for a re-hearing, because the order being, on its face, an order in default of appearance, could not have been appealed from. The court (JESSEL, M.R., and BAGGALLAY and LUSH, L.JJ.), however, held that this was not so. JESSEL, M.R., said that, though the execution creditor did not appear on the hearing of the motion, he was still entitled to appeal from the order, on the ground that the bill of sale holder had not made out his title. LUSH, L.J., said that the execution creditor was in possession of the goods. The other claimant might have been barred if he did not appear; not so the execution creditor.

An objection was taken to the registrar's order, on the ground that he ought not to have determined the rights of the claimants at once, but ought to have first made an order calling on them to interplead, by analogy to the practice of the common law courts under the Interpleader Acts, under which the adverse claimants were called on to interplead at first by rule of court, or, after the Act, 1 & 2 Vict. c. 45, and the Common Law Procedure Acts, by summons in chambers, this being in either case the act of the court, not, as a notice of motion was, the act of the sheriff; and it was said that, inasmuch as the jurisdiction of the Court of Bankruptcy in interpleader arose under section 65 of the Bankruptcy Act, 1869, which conferred on it "all the powers, jurisdiction, and privileges possessed by any judge" of the superior courts of common law, the jurisdiction must be exercised in the same manner as it was exercised in those courts. The Court, however, held that it was sufficient that the Court of Bankruptcy should have the parties brought before it by a notice of motion, that being the ordinary mode appointed by rule 50 of the Bankruptcy Rules, 1870, for bringing persons before it.

On behalf of the bill of sale holder it was argued that a re-hearing ought not to be granted, because the original order could not have been appealed from, and, therefore, an appeal ought not to be allowed indirectly by means of a re-hearing. It was said that, inasmuch as by section 17 of the Common Law Procedure Act, 1860, a summary order in interpleader, if made by a judge of one of the superior common law courts was final, any order of the Chief Judge in Bankruptcy, in exercising the same jurisdiction by virtue of section 65 of the Bankruptcy Act, must also be final. The Court, however, held that they must construe section 71 of the Bankruptcy Act, which says that "any order of the Chief Judge in Bankruptcy . . . shall be subject to an appeal" literally. JESSEL, M.R., said that the Legislature might well have thought that the Chief Judge in Bankruptcy did not stand in the same position as a judge of one of the superior courts, and that an appeal should be allowed in the one case which was not allowed in the other. The salary of the Chief Judge was inferior in amount to that of a judge of one of the superior courts, and it was a mere accident that the present Chief Judge was also a judge of the High Court. At any rate the words of section 71 were plain, and the court was bound to follow them. And in the course of the argument JESSEL, M.R., intimated a doubt whether, notwithstanding the decision to the contrary of the Exchequer Division in the case of *Dodds* v. *Shepherd* (24 W. R. 822, L. R. 1 Ex. D. 75), an appeal cannot, since the Judicature Act, be brought from a summary decision on an interpleader summons by a judge at chambers to a divisional court. He said that, if *Dodds* v. *Shepherd* was rightly decided, the provision of section 20 of the Appellate Jurisdiction Act of 1876 (39 & 40 Vict. c. 59) that when by any Act of Parliament the decision of any court or judge whose jurisdiction is transferred to the High Court is made final, an appeal shall not lie in any such case from a decision of the High Court to the Court of Appeal was unnecessary, and the *ratio decidendi* of *Dodds* v. *Shepherd* was inconsistent with that of *Garnett* v. *Bradley* (26 W. R. 698, L. R. 3 App. Cas. 944).

On the question whether a re-hearing ought to be allowed the material facts were these:—When the interpleader motion was heard by the registrar the managing clerk who appeared for the execution creditor (and whom the registrar in the first instance believed to be a solicitor, and therefore entitled to address the court as an advocate) asked that the hearing might be adjourned, in order that his client might have an opportunity of considering and answering the affidavit which had been made by the bill of sale holder. The registrar declined to accede to this application, and said that the clerk could cross-examine the bill of sale holder who was present. The clerk accordingly cross-examined him, and it was not till after the cross-examination that the registrar discovered that the clerk was not a solicitor. Upon making this discovery the registrar declined to hear him any further, and made the order in favour of the title of the bill of sale holder, the order purporting to be made "upon hearing the evidence" of the bill of sale holder. Under these circumstances the Court of Appeal held that the re-hearing asked for ought to have been granted. JESSEL, M.R., said that what had taken place was contrary to the ordinary rules which govern the administration of justice in this country. The ordinary practice on an interpleader summons was to give the party in possession an opportunity of considering and answering the affidavit of the adverse claimant. The registrar ought to have granted an adjournment when it was asked for. Moreover, it was not the practice of the court to decide without hearing both sides. When the registrar found that the managing clerk was not a solicitor he was right in declining to hear him as an advocate, but he ought not to have decided against the client without giving him an opportunity of being heard, either personally or by counsel or by a solicitor. The case was really decided against him without his being heard at all, and this was a miscarriage. And, if the managing clerk was not qualified to act as an advocate, he could not be treated as qualified to cross-examine a witness. The client was entitled to employ some qualified person to cross-examine, and it did not follow that the result of a cross-examination so conducted would not be different from that which had already taken place. A re-hearing must, therefore, be allowed. But the miscarriage had, to a great extent, been caused by the solicitor's clerk taking on himself to act as an advocate, which he ought not to have done. If he had told the registrar that he was only a managing clerk, no doubt the registrar would at once have adjourned the case. Therefore no costs would be given to either side. The sheriff's costs would be paid by the person who was ultimately unsuccessful.—SOLICITORS, *Smiles & Co.*; *J. E. S. King*; *W. Maynard.*

APPEAL TO CHIEF JUDGE IN BANKRUPTCY—TIME—NOTICE TO REGISTRAR OF COUNTY COURT—"FORTHWITH"—BANKRUPTCY RULES, 1870, RR. 143, 144.—In a case of *Ex parte Lamb*, on the 1st inst., the Court of Appeal affirmed the decision of Bacon, C.J. (30 W. R. 64). The question was as to the construction of rule 144 of the Bankruptcy Rules, 1870. Rule 143 provides that an appeal from a decision of a judge of a county court shall be entered with the registrar of appeals within, and not later than, twenty-one days from the decision, and rule 144 provides that, "upon entering an appeal, a copy of the appeal notice shall be sent *forthwith* by the appellant to the registrar of the court appealed from, who shall forthwith file the same with the proceedings." It has already been decided that in computing the twenty-one days under rule 143 Sundays and holidays on which the offices of the court are entirely closed are not to be counted. In *Ex parte Lamb* an order was made by a county court on July 12. An appeal was entered with the registrar of appeals at the London Bankruptcy Court on Friday, August 5, the last day possible, and the deposit of £20, required by rule 145, was paid to the Bank of England the same day. Both these things must have been done before four p.m., inasmuch as the office of the Bankruptcy Court and the Bank are closed at that hour on Friday. A copy of the appeal notice was sent by the London agents of the appellant's country solicitors by post to the country solicitors, and was received by them on the morning of Monday, August 8, and they

sent it to the registrar of the county court the same day. The presumption was that the letter was not posted until the night mail from London on Saturday, August 6. There was no evidence to show why the letter was not posted on the afternoon of August 5, which could have been done up to seven p.m., nor indeed when it was posted. If the letter had been posted before seven p.m. on August 5 it would, in the ordinary course of the post, have been received early the next morning, and the notice could have been sent by the country solicitors to the registrar of the county court before the closing of his office, which closed at one p.m. on Saturday. Bacon, C.J., held that the notice to the registrar of the county court had not been given "forthwith" within the meaning of rule 144, and consequently that the appeal was too late, and this decision was affirmed by the Court of Appeal (JESSEL, M.R., and BAGGALLAY and LUSH, L.JJ.). JESSEL, M.R., said that the authorities showed that the word "forthwith" must be construed having regard to the circumstances of the case and the object of the enactment in which it was found. When the act to be done could be done without delay it ought to be done at once. The object of the rule was that in a country case the respondent might have an opportunity of finding out at the end of the time for appealing, and at the office of the court of the district in which he lived, whether there was to be an appeal or not. The present appellant chose to put off entering his appeal in London till the last day, and under the circumstances the notice had not been sent to the registrar of the county court within a reasonable time. LUSH, L.J., said that all that the rules required to be done was in effect a continuous act to be done within a reasonable time, and it was not reasonable, under the circumstances, to lose the opportunity of posting the letter between four p.m. and seven p.m. on August 5.—SOLICITORS, *Pritchard, Englefield, & Co.; Phelps, Sidgwick, & Biddle.*

PRACTICE—LUNACY—LUNATIC TRUSTEE—APPOINTMENT OF NEW TRUSTEE—VESTING ORDER—TRUSTEE ACT, 1850, s. 5.—In a case of *In re Watson*, before the Court of Lunacy on the 3rd inst., a question arose as to a vesting order under the Trustee Act, 1850, with regard to stock in the name of trustees, one of whom was a lunatic. The petition was by two trustees of a legacy (the third being a lunatic so found by inquisition), and it asked for the appointment of a new trustee of the will of the testatrix, so far as related to the legacy, jointly with the petitioners, and in substitution for the lunatic, and that the right to call for a transfer and to transfer into their own names the sum of bank annuities in which the legacy was invested, and to receive the dividends thereon, might vest in the petitioners jointly with the new trustee. The petition was entitled in Lunacy and in the Chancery Division, and in the matters of the Trustee Act, the lunatic, and the trusts of the will, and was addressed to the Lord Chancellor and to the High Court. The court (JESSEL, M.R., and BAGGALLAY, L.J.) ordered the petition to be amended by striking out the heading in the Chancery Division, and they made an order vesting the right to transfer the stock in the petitioners alone. They held that it was unnecessary to appoint a new trustee, thus departing from *In re Nash* (29 W. R. 294, L. R. 16 Ch. D. 503), and that under section 5 of the Trustee Act the right to transfer could be vested at once in the petitioners. And they held that the petition ought not to be entitled in the Chancery Division, in this respect not following *In re Pearson* (25 W. R. 853, L. R. 5 Ch. D. 982), and *In re Currie* (27 W. R. 369, L. R. 10 Ch. D. 93), which, however, were not cited to the court.—SOLICITORS, *J. H. Hortin; Freshfields & Williams; Pawle & Pearon.*

PRACTICE—SETTING ASIDE AWARD—RULE NISI—STATEMENT OF GROUNDS.—In a case of *Mercier* v. *Pepperell*, before Chitty, J., on the 2nd inst., a motion was made to set aside an award, and the notice of motion did not state the grounds upon which the motion was made. An objection was taken that the notice of motion should state with particularity the grounds upon which the application was based in analogy to the practice at common law, where the rule *nisi* stated distinctly the several grounds upon which it had been granted. There was also a cross-motion to enforce the award. CHITTY, J., said that the rule of practice adopted at common law was a convenient one, and should be held to apply to the Chancery Division. Where a rule *nisi* was obtained, the grounds of objection to the award were fully stated, as the court required great particularity in such matters, and in analogy to such practice he thought the grounds for the motion should be stated on its face. In his opinion it was improper to allow a person to challenge an award unless he stated the grounds upon which he intended to move. The only ground alleged at the bar against the award was want of finality on the face of the award, but no such ground was stated in the notice of motion, and, therefore, he thought the motion should be dismissed, and with costs. He should state that he had offered terms upon which he would have allowed an amendment of the notice of motion, but they had not been accepted. He did not consider that the objection as to want of finality could, moreover be raised on the cross-motion to enforce the award, upon which an order was of course.—SOLICITORS, *Hooper; Labrow.*

COMPANY — WINDING UP — "JUST AND EQUITABLE" — INSUFFICIENT CAPITAL—FRAUD.—In a case of *Re Shepherp's Wheal Rose (Limited)*, before Chitty, J., on the 5th inst., an application was made by a shareholder for the winding up of the company, on the ground that such winding up was "just and equitable." The petitioner alleged that there were various misstatements in the prospectus; moreover, that improper advertisements had been inserted in the newspapers by the directors, that only inadequate capital had been obtained, that the company was a bubble and a sham, and that the company had no mine capable of being worked at a profit. Actions had also been commenced against the directors by shareholders seeking to set aside their allotments, on the ground of misrepresentation in the prospectus. The petition was supported by a large number of shareholders, but there was, in fact, a majority of the shareholders who desired that the company should go on. CHITTY, J., was of opinion, on the evidence, that the directors were not responsible for the advertisements, and that on the whole there was a mine to be worked, and which was capable of being worked at a profit. The capital that the company now had consisted of a sum of some £9,000 or £10,000 in addition to this mine, and having referred to the fact that the majority of the shareholders desired to go on with the company, he could not say that the amount was inadequate. In his opinion the company could not be said to be a bubble within the meaning of the authorities, and he did not consider it was "just and equitable" it should be wound up. The petition would be dismissed, with costs, except that, as the company had caused some delay and expense by not producing their books, he should allow the petitioner to deduct a sum of £10 from his costs in respect of the delay.—SOLICITORS, *Best, Webb, & Co.; Mead & Daubeny.*

PRACTICE—ORDER MADE IN CHAMBERS—APPEAL—MOTION TO DISCHARGE.—In the case of *Holloway* v. *Cheston*, also before Chitty, J., on the 5th inst., an application was made for leave to appeal from an order made by his lordship on a summons heard in chambers. It was stated that the whole sum involved in the action was very small, and that both parties desired to save the expense of re-hearing the summons before his lordship in court. CHITTY, J., said that the practice of the Master of the Rolls was to adjourn into court all summonses on which an opportunity was desired of appealing to the Court of Appeal; the object of such a practice was to enable the court above to have (as it was entitled to have) the benefit of the decision of the judge in the court below. The applicant's proper course was to move to discharge the order made in chambers, and then after the matter had been argued in court, the decision given might be appealed from.—SOLICITORS, *Goldberg & Langdon; Kingsford, Dorman, & Co.*

PRACTICE—ISSUE DIRECTED BY CHANCERY DIVISION—NEW TRIAL—MOTION FOR WHERE MADE.—In a case of *Nordon* v. *Nordon*, also before Chitty, J., on the 5th inst., a motion for a rule *nisi* for a new trial was made before him in an action commenced in the Chancery Division, where an issue had been directed by the Master of the Rolls, and had recently been heard by Pollock, B., and a special jury at Westminster. A question was raised as to the court in which the motion ought to be made, and reference was made to the case of *Jones* v. *Baxter* (L. R. 5 Ex. D. 275). CHITTY, J., was of opinion that the motion was correctly made to him.—SOLICITORS, *A. Abrahams & Co.*

LICENSING—STATUTE—COMMENCEMENT—SUNDAY CLOSING (WALES) ACT, 1881 (44 & 45 VICT. c. 61), s. 3.—In the case of *Richards* v. *McBryde*, which came before a divisional court of the Queen's Bench Division at Westminster on December 7, by way of appeal against a conviction by justices, the question which has before been pointed out as likely to arise under the Sunday Closing (Wales) Act, 1881—viz., when the Act came into operation—was decided. The justices had convicted the appellant, a duly licensed victualler, for keeping open his premises on Sunday, September 11, 1881, during hours and under circumstances which would have been lawful but for section 3 of the Sunday Closing (Wales) Act, 1881. That section provides that the Act shall commence and come into operation with respect to each division or place in Wales on the day next appointed for the holding of the general annual licensing meeting for that division. Under 9 Geo. 4, c. 61, ss. 1 and 2, annual licensing meetings must be held between August 20 and September 14, and they must be appointed twenty-one days before. The Act was passed on August 27, so that all the days for holding the general annual licensing meetings throughout Wales had then been fixed. The court (GROVE and LOPES, JJ.) held that the day next appointed meant the day next appointed after the passing of the Act, and that, as no day could be appointed after August 27, the Act could not come into operation this year. They accordingly quashed the conviction.—SOLICITORS, *Churton*, Chester; *Simpson & Co.*, for *Kelly & Keene*, Mold.

SOLICITORS' CASES.

CHANCERY DIVISION.—Before FRY, J.

Dec. 1.—*In re Raven, A Solicitor.*

This was a motion on behalf of a client, asking to have it declared that a certain letter signed by her was not a binding agreement in writing within the Solicitors Act, 1870, or that it should be set aside and declared void as not being fair and reasonable, to have certain costs taxed, and the balance of certain sums received by the solicitor for her paid over to her.

The agreement set up by the solicitor as binding under the Act was in the form of a letter signed by the client as follows:—

"In consideration of your obtaining for me a loan of £3,100 at six per cent. interest, with life assurance on the security of my annuity of £400 per annum, you are to pay thereout the old law costs due to you, agreed at fifty guineas, and the legal expenses of my mortgagees' solicitors, to retain the balance as commission for procuring the loan, you handing me a net sum of £2,850, less principal and interest, and expenses due on mortgage payable to Messrs. Taylor & Co., and on receipt of the £2,850 I will give you a full discharge."

This agreement was not signed by the solicitor.

It appeared from the affidavit of the client that in April last she requested Mr. Edwin James (formerly Q.C.) to endeavour to obtain a loan on an annuity which was subject to a prior mortgage, and that on the instructions of Mr. James Mr. Raven acted as her solicitor in negotiating the payment off of the old loan, and raising a new one of a larger amount; that the letter in question was prepared by Mr. Raven, and brought to her by Mr. James, and she signed it at his instance without explanation, and that a new loan for £3,100 was obtained from the National Life Assurance Society, which, as far as she could

recollect, was disposed of in the following way:—£2,073 3s. 2d. was paid to the prior mortgagee, £32 was paid to the solicitor of the lending company for his costs, £156 9s. 7d. was retained by the insurance company for one year's premiums on an insurance on the borrower's life, £250 was deducted by Mr. Raven or his clerk for alleged costs, £50 retained for sums owing by Mr. James to Mr. Raven, £50 was retained by one Signor Barri, a gentleman connected with Mr. James, and who had acted in the matter while he was ill, and which was subsequently paid to Mr. James, and £200 retained by Signor Barri for services rendered, and that not more than a balance of £288 7s. 3d. was ever received by herself.

The solicitor alleged that the sums actually retained by him or his clerk amounted only to £213 8s. 7d., and that the sums received by Barri and James were paid to them by the client herself.

Cookson, Q.C., and *Oswald*, for the client, contended that the case was governed by the decision of the Queen's Bench Division in *In re Lewis* (24 W. R. 1017, L. R. 1 Q. B. D. 724), that an an "agreement in writing" within section 4 of the Act must be an agreement by both parties, and that both parties must sign their names upon the agreement; otherwise a solicitor could always place a document signed by himself only and containing terms favourable to himself before the client, and then contend that the client was bound by it. In *In re Lewis* the document was signed by the solicitor and not by the client, whereas in the present case the document was signed by the client and not by the solicitor, but the principle of the decision applied. At any rate, the agreement, if it was an "agreement in writing" under the Act, was not, under the circumstances, "fair and reasonable," and the court would set it aside.

J. Pearson, Q.C., and *H. R. Hodson*, for the solicitor.

FRY, J., said that the solicitor set up the agreement as precluding the jurisdiction of the court to order delivery and taxation of his bill of costs. The agreement was signed by the client only, and she said that it was not an "agreement in writing" within the meaning of the statute. He thought that proposition was correct. What was an "agreement in writing"? There must be a document showing all the terms of the bargain between the parties, showing by writing the accession of both parties to those terms. It was so decided in *In re Lewis*, a decision which, in his opinion, was necessarily correct, having regard to the words of the Act. He therefore held that the alleged agreement was no bar to the jurisdiction. But the court had, also, power under section 9 to declare such an agreement void if its terms should not be deemed by it to be "fair and reasonable." It was clear that before the client could be bound by such an agreement, the matter ought to have been fully explained to her, and it was not suggested that any explanation of any sort was given to her. On the contrary, it appeared that the letter was prepared by Raven, and sent by him to James, who was personally interested in getting the client to sign it. Therefore, if it was necessary to set the agreement aside, his lordship would do so on the ground that it was not fair and reasonable. Therefore, the order asked for must be made, and, having regard to the solicitor's conduct, all the costs of the application must be paid by him.—SOLICITORS, *T. & E. T. Randall; Raven.*

LEGAL APPOINTMENTS.

Mr. WILLIAM JOHN CARRICK, solicitor, of Wigton, has been appointed Registrar of the Wigton County Court (Circuit No. 3), on the resignation of his father, Mr. Joseph Carrick. Mr. Carrick, jun., was admitted a solicitor in 1873.

Mr. WILLIAM EDWARD GRAY, solicitor, of Exeter, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

The Right Hon. Sir ROBERT JOSEPH PHILLIMORE, D.C.L., one of the judges of the Probate, Divorce, and Admiralty Division, has been created a Baronet. Sir R. Phillimore is the second son of Dr. Joseph Phillimore, chancellor of the diocese of Oxford, and was born in 1810. He was educated at Westminster, and at Christ Church, Oxford, where he graduated second class in classics in 1831. He was admitted a member of the College of Advocates in 1839, and he was called to the bar at the Middle Temple in Easter Term, 1841. He was M.P. for Tavistock in the Liberal interest from 1853 till 1857, in which year he became a Queen's Counsel. He was for several years chancellor of the dioceses of Oxford and Chichester, and in 1862 he was appointed Queen's Advocate and received the honour of knighthood. In 1867 he succeeded the late Dr. Lushington as judge of the Admiralty Court, dean of the Arches, and master of the Faculties, and he was also sworn a Privy Councillor, and on the passing of the Judicature Acts he became a judge of the High Court.

The Right Hon. EDWARD SULLIVAN, Master of the Rolls in Ireland, has been created a Baronet. Sir E. Sullivan is the eldest son of Mr. Edward Sullivan, of Dublin, and was born in 1822. He was educated at Trinity College, Dublin, and he was called to the bar in Ireland in 1848. He became a Queen's Counsel in 1858, and a serjeant-at-law in 1860. He was Law Adviser to the Lord-Lieutenant from 1861 till 1865, and was Solicitor-General for Ireland from March till June in the following year. In December, 1868, he became Attorney-General and was sworn a member of the Irish Privy Council, and in 1870 he became Master of the Rolls in Ireland. Sir E. Sullivan was M.P. for Mallow in the Liberal interest from 1865 till his elevation to the bench.

Mr. SAMUEL SOUTHALL, solicitor, of Worcester, has been elected Town Clerk of that city, on the resignation of his father, Mr. Thomas Southall.

Mr. HUGH REILLY SEMPER, who has been appointed Chief Justice of Gibraltar, in succession to Mr. George Philippo, who has been appointed Chief Justice of Gibraltar, was called to the bar at the Middle Temple in Hilary Term, 1866, and has been for several years a puisne judge for the colony of British Guiana.

Mr. Justice CHITTY and Mr. Justice NORTH have received the honour of Knighthood.

Mr. JOHN GREENFIELD, solicitor (of the firm of Greenfield & Abbott), of 37, Queen Victoria-street, E.C., has been appointed a Commissioner for the purpose of examining Witnesses and taking Affidavits in the Supreme Court of the Colony of the Cape of Good Hope.

DISSOLUTIONS OF PARTNERSHIPS.

ALFRED CHARLES CRONIN and JOHN LEDBROOK RIVOLTA, solicitors, 22, Southampton-street, Bloomsbury (Cronin & Rivolta). October 13. The said business will, in future, be carried on by the said Alfred Charles Cronin alone at the aforesaid address.

THOMAS ENGLISH STEPHENS and WILLIAM DANGER, solicitors, Liverpool, (Stephens & Danger). November 15. The said William Danger will continue to carry on the practice. [*Gazette*, Dec. 2, 1881.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-RUSSIAN IRON AND TIN PLATE MANUFACTURING COMPANY, LIMITED.—Petition for winding up, presented Dec 1, directed to be heard before Chitty, J., on Dec 10. Few, Fenchurch st, solicitor for the petitioner

GENERAL PRINTING AND PUBLISHING COMPANY, LIMITED.—Chitty, J, has fixed Dec 13 at 12 at his chambers, for the appointment of an official liquidator

LLANDRINDOD WELLS FREEHOLD LAND AND BUILDING COMPANY, LIMITED.—Creditors are required, on or before Jan 6, to send their names and addresses to Edwin Alfred Wright, Brecon. Friday, Jan 20 at 12 is appointed for hearing and adjudicating upon the debts and debts

NORTH OOREGUM GOLD MINING COMPANY, LIMITED.—Petition for winding up, presented Nov 29, directed to be heard before Bacon, V.C., on Dec 10. Carter, Old Jewry chmbrs, solicitor for the petitioners

OIL VARNISH MANUFACTURING COMPANY, LIMITED.—Bacon, V.C., has fixed Dec 7 at 12 at his chambers, for the appointment of an official liquidator

UNIVERSITIES CO-OPERATIVE ASSOCIATION, LIMITED.—Hall, V.C., has, by an order dated Nov 26, appointed Frederick Whinney, 8, Old Jewry, to be official liquidator. Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to the above. Tuesday, Jan 10, at 12, is appointed for hearing and adjudicating upon the debts and claims.

WALA WYNAAD INDIAN GOLD MINING COMPANY, LIMITED.—Petition for winding up, presented Nov 30, directed to be heard before Chitty, J., on Dec 10. Venning and Co, Gresham House, solicitors for the petitioner.

WETLY BRICK AND POTTERY COMPANY, LIMITED.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to William Cornish Cooper, 20, King's Arms yd, Coleman st. Monday, Jan 9 at 12 is appointed for hearing and adjudicating upon the debts or claims.

[*Gazette*, Dec. 2.]

CAMBRIAN MINING COMPANY, LIMITED.—By an order made by Hall, V.C., dated Nov 25, it was ordered that the voluntary winding up of the above company be continued. Linklater and Co, Walbrook, solicitors for the petitioner

GENERAL PRINTING AND PUBLISHING COMPANY, LIMITED.—By an order made by Chitty, J., dated Nov 5, it was ordered that the above company be wound up. Flower and Nussey, solicitors for the petitioner

LIBERIA COFFEE COMPANY, LIMITED.—Creditors are required, on or before Jan 7, to send their names and addresses, and the particulars of their debts or claims, to William Lewis Clifton Browne, 5 Queen st. Monday, Jan 16, at 12, is appointed for hearing and adjudicating upon the debts and claims

PHOTO-CERAMIC COLOURING COMPANY, LIMITED.—By an order made by Hall, V.C., dated Nov 25, it was ordered that the company be wound up. Gibney, Queen st pl, Cannon st, solicitor for the petitioner

ROTHERHAM, MASBRO', AND HOLMES COAL COMPANY, LIMITED.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Robert John Evans, Rotherham. Wednesday, Jan 11, at 12, is appointed for hearing and adjudicating upon the debts and claims

TAWE TIN PLATE COMPANY, LIMITED.—By an order made by Hall, V.C., dated Nov 25, it was ordered that the winding up of the company be continued. Crowder and Co, Lincoln's inn fields, agents for Gaskoin and Fry, Swansea, solicitors for the petitioners

THAMES AND CHANNEL STEAMSHIP COMPANY, LIMITED.—Chitty, J., has fixed Friday, Dec 16, at 3, at his chambers, for the appointment of an official liquidator

UNIVERSAL STEAM TRAMCAR CONSTRUCTION COMPANY, LIMITED.—Petition for winding up, presented Dec 2, directed to be heard before Chitty, J., on Dec 17. Hillearys and Taylor, Fenchurch bldgs, solicitors for the petitioner

[*Gazette*, Dec. 6.]

UNLIMITED IN CHANCERY.

HULL RECHABITE SAVINGS' FUND AND EQUITABLE LOAN SOCIETY.—By an order made by Chitty, J, on Nov 26, it was ordered that the society be wound up. Collyer-Bristow and Co, 4, Bedford row, agents for Leak and Co, Kingston-upon-Hull, solicitors for the petitioner.

[*Gazette*, Dec. 6.]

COUNTY PALATINE OF LANCASTER.

BLACKBURN AND DISTRICT BENEFIT BUILDING SOCIETY.—Creditors are required, on or before Jan 2, to send their names and addresses, and the particulars of their debts or claims, to Henry Edge, Tackett's st, Blackburn, or to Thomas Hayes Sheen, North John st, Liverpool. Monday, Jan 16, at 11, is appointed for hearing and adjudicating upon the debts and claims

GUARDIAN PERMANENT BENEFIT BUILDING SOCIETY.—The V.C. has, by an order dated Nov. 24, appointed Adam Murray, King st, Manchester, to be official liquidator. Creditors are required, on or before Jan 3, to send their names and addresses, and the particulars of their debts or claims to the above. Jan 17 at 11 is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, Dec. 2.]

FRIENDLY SOCIETIES DISSOLVED.

BARNSTAPLE SECOND ANNUITANT SOCIETY, Boutport st, Barnstaple, Devon. Dec 3

[*Gazette*, Dec. 6.]

HEALTH, COMFORT, AND ECONOMY PROMOTED by Chappuis' Reflectors, 69, Fleet-street.—[ADVT.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Court of Appeal.	V. C. Bacon.	V. C. Hall.
Monday, Dec. 12	Mr. King	Mr. Ward	Mr. Latham
Tuesday 13	Merivale	Pemberton	Leach
Wednesday..... 14	King	Ward	Latham
Thursday 15	Merivale	Pemberton	Leach
Friday 16	King	Ward	Latham
Saturday..... 17	Merivale	Pemberton	Leach
	Mr. Justice Fry.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, Dec..... 12	Mr. Jackson	Mr. Koe	Mr. Teesdale
Tuesday 13	Cobby	Clowes	Farrer
Wednesday..... 14	Jackson	Koe	Teesdale
Thursday 15	Cobby	Clowes	Farrer
Friday 16	Jackson	Koe	Teesdale
Saturday..... 17	Cobby	Clowes	Farrer

SALES OF ENSUING WEEK.

Dec. 14.—MESSRS. PHILIP D. TUCKETT & Co., at the Mart, at 12, Building Site (see advertisement, Nov. 12, p. 19).

Dec. 14.—MESSRS. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold Building Site and Policies of Insurance (see advertisement, Dec. 3, p. 4).

LONDON GAZETTES.

Bankrupts.

FRIDAY, Dec 2, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Adams, William, High st, Highgate, Licensed Victualler. Pet Nov 29. Murray. Dec 16 at 11.30

Allaway, William Newton, Great Tower st, Merchant. Pet Nov 29. Murray. Dec 16 at 12

Birkenfeld, G. A., Silk st, Whitecross st, Fancy Goods Dealer. Pet Nov 28. Murray. Dec 16 at 11

Hodgson, George, Oxford st, Milliner. Pet Nov 30. Brougham. Dec 13 at 11.30

To Surrender in the Country.

Bennett, Joseph, Liverpool, out of business. Pet Nov 30. Bellringer. Liverpool, Dec 14 at 12

Butcher, Alfred Robert, Wellingborough, Northampton, Ironmonger. Pet Nov 29. Dennis. Northampton, Dec 17 at 12.30

Evans, Henry, Ystradyfodwg, Glamorgan, Painter. Pet Aug 29. Spickett. Pontypridd, Dec 13 at 12

Eyers, Thomas, Oldfield terrace, Acton, Builder. Pet Nov 22. Buston. Brentford, Dec 13 at 2

Fenn, Joseph, Birmingham. Tailor. Pet Nov 29. Parry. Birmingham, Dec 20 at 2

Man, Hans Peter Adolph, Newcastle upon Tyne, Merchant. Pet Nov 29. Ingledew, Dec 13 at 11

Moulson, David, Bradford, York, Stone Merchant. Pet Nov 29. Lee. Bradford, Dec 16 at 12

Parker, William, Middleton by Youlgreave, Derby, Farmer. Pet Nov 29. Weller. Derby, Dec 13 at 12

Payne, John Henry, Hatfield Peverel, nr Chelmsford, Essex, Farmer. Pet Nov 30. Gepp. Chelmsford, Dec 14 at 11

Woodhams, George, Southend, Essex, Builder. Pet Nov 30. Gepp. Chelmsford, Dec 14 at 11.

TUESDAY, Dec. 6, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Levi, Samuel Harris, and Harry Harris Levi, Leadenhall st, Importers of Fancy Goods. Motion Dec 1. Hazlitt. Dec 17 at 11

May, Thomas, Rye lane, Peckham, Fancy Draper. Pet Dec 2. Pepys. Dec 21 at 11.30

Wood, Andrew, Badminton Club, Piccadilly. Pet Dec 2. Pepys. Dec 21 at 12

To Surrender in the Country.

Bennett, John Wing, Birmingham, Timber Merchant. Pet Dec 2. Parry. Birmingham, Dec 17 at 11.30

Dickinson, George Thompson, Newcastle upon Tyne, Tobacco Manufacturer. Pet Dec 3. Daggett. Newcastle, Dec 20 at 11

Duff, Edward Carr, Wigan, Lancaster, Licensed Victualler. Pet Dec 1. Woodcock. Wigan, Dec 20 at 11

Garbutt, Thomas, Darlington, Land Agent. Pet Dec 1. Crosby. Stockton on Tees, Dec 21 at 11

Hargood, Edward William, Portchester, Hants, of no occupation. Pet Dec 3. Renny. Portsmouth, Dec 23 at 12

Lawrie, William, Lutterworth, Leicester, Licensed Victualler. Pet Nov 26. Ingram. Leicester, Dec 19 at 2.30

Lyne, De Castro Fisher, and — Hassland, Exeter, Stock Brokers. Pet Dec 2. Daw. Exeter, Dec 21 at 11

Marson, Thomas, Birmingham, Manufacturing Jeweller. Pet Dec 2. Parry. Birmingham, Dec 17 at 11

Nelson, John, the younger, Southtown, Suffolk, Fishing Boat Owner. Pet Nov 30. Worlledge. Great Yarmouth, Dec 16 at 11

Neve, Henry Alfred, St Leonard's on Sea, Builder. Pet Dec 3. Young. Hastings, Dec 23 at 12

Pilcher, Arthur, Malvern Wells, Worcester, Gent. Pet Dec 2. Beale. Worcester, Dec 20 at 11

Summersall, Walter, and Thomas Spencer, Heywood, Lancaster, Coach Proprietors. Pet Dec 1. Holden. Bolton, Dec 19 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 2, 1881.

Davies, William, Pwllywaun, nr Pontypridd, Glamorgan' Colliery Proprietor. Nov 24.

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 2, 1881.

Allen, Martha, Manchester, Draper. Dec 14 at 3 at offices of Sale and Co, Booth st, Manchester

Ames, William, Leeds, Greengrocer. Dec 16 at 3 at offices of Jenkinson, Albion st, Leeds

Arundle, John, Featherstone, Pontefract, York. Miner. Dec 15 at 3 at offices of Kemp, Barstow sq, Wakefield

Astbury, Alfred, York, Gardener. Dec 18 at 2.30 at offices of Knight, Dickinson st, Manchester. Green and Dixon, Northwich

Avenell, Walter, Drysdale st, Kingsland rd, Packing Case Manufacturer. Dec 22 at 3 at offices of Holloway, Balls Pond rd, Islington. Fenton, Kingsland rd

Badams, Francis Albert, Birmingham, Rivet Maker. Dec 15 at 12 at offices of Painton, Temple row West, Birmingham

Ballenden, John, Sedgley, Stafford, Surgeon's Assistant Dec 13 at 3 at offices of Stokes and Hooper, Priory st, Dudley, Worcester

Bardsley, John Richardson, and James Henry Bardsley, Stockport, Hat Manufacturers. Dec 20 at 2 at Mitre Hotel, Cathedral yard, Manchester. Brooks and Co, Ashton-under-Lyne

Barrett, William, Shipley, York, Builder. Dec 14 at 11 at Talbot Hotel, Kirkgate, Bradford

Bedford, William, Leominster, Hereford, Farmer. Dec 15 at 2 at Royal Oak Hotel, Leominster. Corser, High Town, Hereford

Belden, William, Gt Dover st, Southwark, Last Manufacturer. Dec 13 at 3 Masons' Hall Tavern, Masons' avenue. Young, Newgate st

Bonham, Alfred, Birmingham, Boot Manufacturer. Dec 14 at 3 at offices of Duke, Temple row, Birmingham

Bowlby, Charles Edward, Southend-on-Sea, Essex, Clerk in Holy Orders. Dec 20 at 12 at offices of Peacock and Goddard, South sq, Gray's inn

Brierley, Thomas, and William Brierley, Keighley, York, Coach Builders. Dec 16 at 3 at Old Bull Hotel, Church st, Blackburn. Cox, Dale st, Liverpool

Bridgett, Thomas, jun, Stafford, Builder. Dec 15 at 12 at offices of Hand and Co, Martin st, Stafford

Broadhead, Samuel, Staincliffe, Batley, York, Factory Operative. Dec 16 at 2.30 at offices of Law, Crown bldgs, Commercial st, Batley

Bromley, Mark, Chatham, Kent, Confectioner. Dec 19 at 11 at Guildhall Tavern, Gresham st. Mitchell, Rochester

Bulmer, John Thomas, Newcastle-upon-Tyne, Grocer. Dec 19 at 11 at offices of Bird, Grey st, Newcastle-upon-Tyne

Burgess, James, Birmingham, Grocer. Dec 12 at 3 at offices of Hawkes and Weekes, Temple st, Birmingham

Burton, Charles, Gt Grimsby, Coach Builder. Dec 20 at 3 at office of Grange and Wintringham, St Mary's chbrs, West St Mary's gate, Gt Grimsby

Chandler, George, Tranmere, Chester, Farmer. Dec 14 at 3 at office of Newman, Sweeting st, Liverpool

Clark, Charles, Landport, Hants, Fish Merchant. Dec 16 at 3 at offices of King, North st, Portsea

Cooper, Edwin, Dewsbury, Greengrocer. Dec 17 at 10.30 at offices of Stapleton, Union st, Dewsbury

Cole, Alexander, Richmond gdns, Forest Gate, no occupation. Dec 20 at 3 at office of Birchall, Mark lane

Cox, George, Cardiff, Glamorgan, Solicitor. Dec 12 at 12 at office of Gunn, St Mary st, Cardiff

Cox, John, Holyport, Bray, Berks, Plumber. Dec 13 at 3 at Bear Hotel, High st, Maidenhead. Spender, Maidenhead

Craven, Walter, Oxton, Chester, Accountant. Dec 20 at 2.30 at office of Jones and Co, Cook st, Liverpool

Daniel, William Henry, Walworth rd, Merton, Brush Manufacturer. Dec 23 at 2 at office of Wedlake, Mitre ct, Temple

Daniels, Peter, Walton, Lancaster, Wheelwright. Dec 15 at 3 at office of Bartlett, Dale st, Liverpool

Darlington, Joseph, Wednesbury, Stafford, Beerhouse Keeper. Dec 13 at 3 at offices of Shelden, High st, Wednesbury

Day, George, Whitechapel rd, Sussex, Builder. Dec 16 at 3 at Inns of Court Hotel. Holborn. Rubinstein, Regent st

Dickinson, John, Gt Ponton, Lincoln, Farmer. Dec 21 at 12 at offices of Thompson and Sons, Grantham

Dobbie, John, Middleham, York, Turf Correspondent. Dec 16 at 3 at offices of Clay's Railway Hotel, Northallerton. Waistell, Northallerton

Douglas, Robert, Liverpool, Baker. Dec 15 at 3 at offices of Gibson and Bolland, South John st, Liverpool. Smith and Son, Liverpool

Edwards, Joseph Henry, Brandon ter, Brixton, Undertaker. Dec 9 at 3 at 262, High Holborn. Staniland, King st, Cheapside

Emanuel, Joseph, Hanover pl, Clarence gate, Horsehair Dealer. Dec 12 at 2 at offices of Hobbes, Hills pl, Oxford st

Farmaner, William, East Brenton, Sussex, Coal Merchant. Dec 16 at 12 at 3, New rd, Brighton. Mant, Storrington

Fenn, Harry, Russell rd, Peckham, Builder. Dec 14 at 3 at offices of Butcher, Bouverie st

Forster, Ralph, Sydenham, Kent, Builder. Dec 15 at 4 at Greyhound Tavern, Kirkdale, Sydenham. Scoles, Bedford row

Griffiths, Cadwalader, Bryneglwys, Denbigh, Miller. Dec 19 at 12 at the County Court Buildings, Egerton st, Wrexham. James, Corwen

Ground, William Davie, jun., Gainsborough, Lincoln, Dispenser. Dec 15 at 12 at offices of Gaches, Cathedral gateway, Peterborough

Harris, William Henry, Elisabeth ter, Queen's pk, Harrow rd, Oil and Colour Merchant. Dec 19 at 3 at offices of Waistell, Queen st, Cheapside

Harris, William, Synagogue chmbrs, Great St. Helen's, of no occupation. Dec 19 at 11 at office of Emanuel, Walbrook

Harvey, William Bateman, Hartest Mills, Suffolk, Miller. Dec 20 at 1 at Evered's Hotel, Bury St Edmunds. Nazer, Chancery lane

Hepworth, Frederick, Thornhill, York, Cab Proprietor. Dec 15 at 10.30 at offices of Ridgway, Union st, Dewsbury

Hill, Samuel, Blackfriars rd, Southwark, Cabinet Bar Fitter. Dec 12 at 1 office of Moss, Gracechurch st

Hodgkiss, Edwin, Newcastle under Lyme, Grocer. Dec 13 at 11 at offices of Ashmall, Albion st, Hanley

Hone, William Samuel John, Salford, Lancaster, Bookseller. Dec 15 at 3 at offices of Leigh, Brown st, Manchester

Isaac, Samuel, Leeds, Grocer. Dec 15 at 11 at offices of Jenkinson, Albion street, Leeds

Iredale, Thomas, Stancliffe, and Alfred Lumb, Huddersfield, York, Woollen Cloth Merchants. Dec 19 at 3 at the George Hotel, St George's sq, Huddersfield. Fenton and Co

Jenner, Edward, Heath Common, Thakeham, Sussex, Market Gardener. Dec 15 at 11 at offices of Mant, Storrington

Keech, Jane, Maiden Newton, Dorset, Baker. Dec 15 at 11 at the debtor's house, Maiden Newton. Loggin and Co

Kenney, Luke, Dewsbury, York, Cabinet Maker. Dec 13 at 3 at offices of Shaw, Bond st, Dewsbury

Kern, James, Crouch hill, Hornsey, Gardener. Dec 19 at 3 at offices of Holloway, Ball's Pond rd, Islington. Cooper and Co, Lincoln's-inn fields

King, Arthur Harold, Fulham rd, Credit Draper. Dec 14 at 3 at offices of Fowler Borough High st, Southwark

Knott, John, York, Publican. Dec 12 at 11 at offices of Jackson and Co, Albert rd Middlesborough

Last, Benjamin, Deal, Kent, Coach Builder. Dec 21 at 12 at 5, Park st, Deal. Hall, Deal

Leak, Matthew, Worcester, Builder. Dec 14 at 3 at offices of Stallard and Son, Pierpoint st, Worcester

Leach, Thomas, Kearsley, Lancaster, Painter. Dec 15 at 2.30 at 26, Market pl, Manchester. Clarke, Chancery lane. Bolton
Leak, Alfred, St Ann's Well rd, Nottingham, Grocer. Dec 23 at 3 at 83, Gresham st. Norman, Nottingham
Man, Archibald Hugh Ker, Aldermanbury, Commission Agent. Dec 9 at 2 at offices of Cummins and Co, Union ct, Old Broad st
Manton, Robert, Birmingham, Retail Brewer. Dec 14 at 3 at office of Phillips, Victoria rd, Aston
Mansfield, Josiah, Lyme Regis, Dorset, Bootmaker. Dec 12 at 12 at office of Southcott, Post Office st, Bedford circus, Exeter
Marking, Robert William, Brandon Mill, Essex, Miller. Dec 15 at 12 at Four Swans Hotel, North st, Sudbury. Andrewes and Co, Sudbury
Marrison, Robert, Norwich, Gunmaker. Dec 12 at 12 at office of Atkinson, Post Office st, Norwich
Mathews, John Charles, Lowestoft, Tobacconist. Dec 9 at 1 at offices of Hill, Denmark rd, Lowestoft
Matthews, William, Oxford, Turner. Dec 10 at 12 at offices of Ward, Broad st, Oxford
Meredith, Samuel, Cinderford, Publican. Dec 19 at 11 at offices of Goldring, Cinderford
Midwinter, Charles, Bursiem, Licensed Victualler. Dec 14 at 12 at North Staffordshire Railway Hotel, Stoke upon Trent. Heaton and Son, Bursiem
Miles, Charles Thomas, Kew rd, Richmond, Surrey, Mineral Water Manufacturer. Dec 13 at 1 at offices of Pannell and Co, Basinghall st. Hubbard, Bank chmbrs, West Smithfield
Morgan, Meyrick, Llanmartin Major, Monmouth, Farmer. Dec 10 at 11 at Tredegar Aams Hotel, High st, Newport. James and Co, Merthyr Tydfil
Muench, Maxmillian de, Manchester, Provision Merchant. Dec 14 at 3 at offices of Beamont Booth st, Manchester
Nesbitt, Robert, High Butterby, Croxdale, Durham, Farmer. Dec 15 at 3 at offices of Maw, jun, Bishop Auckland
Preston, George John, Eastbourne, Boarding House Keeper. Dec 16 at 3 at offices of Champion and Co, Terminus rd, Eastbourne
Renaud, Alfred, Birmingham, Bedding Manufacturer. Dec 13 at 3 at offices of Hawkes and Weekes, Temple st, Birmingham
Robertson, Alexander Carnaby, Bournemouth, Hants, Painter. Dec 20 at 1 at offices of Wade, Old Christchurch rd, Bournemouth
Russell, William Henry Clifton, Lesther lane, Holborn, Carpenter. Dec 16 at 3 at offices of Cooper and Co, Lincoln's inn fields
Schwarz, George, Eastbourne, House Decorator. Dec 15 at 3 at offices of Champion and Co, Terminus rd, Eastbourne
Scott, Alexander, Whitehaven, Cumberland, Draper. Dec 13 at 11 at Station Hotel, Carnforth, Lancaster. Sims, Barrow-in-Furness
Scurr, John Thomas, Kirby Sigston, York, Farmer. Dec 16 at 11 at offices of Neale, Northallerton
Smith, Alfred May, Falcon st, Stationer. Dec 19 at 10 at offices of Biggin, Chancery lane
Smith, James McBuillam, Kingston-upon-Hull, Licensed Victualler. Dec 16 at 3 at offices of Pickering, Parliament st, Kingston-upon-Hull. Summers
Stacey, John, St Mary in Liberty, Tenby, Pembroke, Innkeeper. Dec 20 at 12 at Temperance Hotel, Pembroke Dock. Thomas
Symes, Thomas, Houghton, Stockbridge, Hants, Farm Bailiff. Dec 12 at 3 at offices of Davis, Portland st, Southampton. Killby, Southampton
Sykes, James, Heaton Norris, Lancaster, House Painter. Dec 12 at 3 at offices of Simpson, Princess st, Manchester
Tennant, George Alexander, Salford, Lancaster, Confectioner. Dec 14 at 3 at Clarence Hotel, Piccadilly. Morris, Manchester
Tennant, Joseph, Buxton, Derby, Greengrocer. Dec 17 at 11 at offices of Brown and Ainsworth, Hardwick Mount, Buxton
Thompson, Charles Robert, Hilderthorpe, York, Grocer. Dec 15 at 11 at offices of West, King st, Bridlington Quay
Thorp, Edward, Worcester, Fish Salesman. Dec 15 at 11 at offices of Tree and Son, High st, Worcester
Thorpe, Henry, Castle st, Oxford st, Commission Agent. Dec 19 at 1 at offices of Skipper, London-wall
Tomlinson, William Urwick, Moreton-in-the-Marsh, Gloucester, Solicitor. Dec 15 at 1 at offices of Kilby and Mace, High st, Banbury, Oxford
Toplis, Thomas James, and George Albert Toplis, Berners st, Oxford st, Cabinet Makers. Dec 21 at 2 at Guildhall Coffee-house, Gresham st. Davie, New-inn
Towler, William, Bridgewater, Somerset, Coal Merchant. Dec 15 at 11 at offices of Chapman, High st, Bridgwater
Tuffin, William George, Horsham, Sussex, Saddler. Dec 23 at 2 at King's Head Hotel, Horsham
Turley, Joseph, Summerfield. Dec 19 at 11 at offices of Ivens and Morten, Bank bldgs, Exchange st, Kidderminster
Turner, William, Birmingham, Button Manufacturer. Dec 14 at 3 at offices of Fallows Cherry st, Birmingham
Vears, Charles, Gt College st, Camden Town, Cheesemonger. Dec 13 at 3 at 32, Argyle st Regent st. Willis, St Martin's ct
Wade, John, sen, Leeds, Bricklayer. Dec 14 at 2.30 at offices of Ford and Warren, Albion st, Leeds
Walks, William, Bradford, York, Cabinet Maker. Dec 12 at 10 at offices of Peel and Co, Chapel lane, Bradford
Walker, John, Birmingham, Grocer. Dec 15 at 3 at offices of Wright and Marshall, New st, Birmingham
Walker, John, Liverpool, Lancaster, Tailor. Dec 15 at 2 at offices of Etty, Lord st, Liverpool
Walker, William, Moscow rd, Bayswater, Wood Carver. Dec 20 at 2 at offices of Armstrong, Chancery lane
Watkins, James, New London st, Ship Owner. Dec 16 at 2 at offices of Edmonds and Co, Cheapside. Kebbell, Catherine ct, Tower hill
West, James, High st, Poplar, Brewer. Dec 19 at 2 at offices of Bischford and Co, College hill, Cannon st
Whincup, Thomas, Harrowgate, York, Cabinet Maker. Dec 16 at 4 at offices of Lowrey, Princes st, Harrogate. Rider, Leeds
Whitmarch, George King, West Cowes, Isle of Wight, Licensed Victualler. Dec 19 at 12 at offices of Edmonds and Co, Cheapside. Damant and Co, West Cowes
Wilks, James, Stepney green, Paper Bag Maker. Dec 13 at 2 at offices of Norris, Southampton bldgs, Chancery lane
Willett, Joseph, jun, Crewe, Chester, Haberdasher. Dec 20 at 11 at offices of Hill, Market st, Crewe
Wootton, George, Midland rd, Bedford, Plumber. Dec 15 at 11 at Inns of Court Hotel, Holborn. Conquest and Clare, Bedford

TUESDAY, Dec. 6, 1881.

Allison, William, Stockton-on-Tees, out of business. Dec 16 at 11 at offices of Wilkes and Wilkes, Zetland rd, Middlesborough
Batty, Robert, Watling st, Warehouseman. Dec 19 at 12 at offices of Plunkett and Leader St Paul's churchyard
Bayley, Frederick, Brighton, Builder. Dec 23 at 3 at offices of Goodman, North st, Brighton
Bayley, Joseph, Brighton, Builder. Dec 23 at 3.30 at offices of Goodman, North st, Brighton
Binns, James, Bradford, Lancaster, Butcher. Dec 22 at 3 at 35, Cannon st, Manchester. Alderson, Manchester
Blake, David, Heywood, Lancaster, General Dealer. Dec 19 at 2.30 at 32, Market pl, Heywood. Weston and Co, Manchester
Bland, Robert, Darlington, Durham, Boot and Shoe Maker. Dec 22 at 11 at offices of Robinson, Chancery lane, Darlington
Bramwell, Edward Lambert, Doncaster, Publican. Dec 20 at 11 at offices of Parker and Hickmott, Church st, Rotherham
Briggs, Lewis, Leeds, Watchmaker. Dec 19 at 11 at offices of Maud, Albion st, Leeds
Brodgen, Thomas, and George Haworth, Chatterton, Ramsbottom, Lancaster, Aerated Water Manufacturers. Dec 19 at 3 at offices of Haslam, Market st, Bury
Brown, Stephen Henry, Poole, Dorset, China Dealer. Dec 14 at 11 at offices of Trevanion, New st, Poole
Butland, Joseph, East Stonehouse, Devon, Butcher. Dec 19 at 12 at offices of Pearse, Princess sq, Plymouth
Capel, Noah, St Marys rd, Cowley, Oxford, Builder. Dec 20 at 12 at offices of Hester, St Aldate's st, Oxford
Chivers, George, Cinderford Bridge, East Dean, Gloucester, Grocer. Dec 16 at 1 at New Inn, Northgate, Gloucester. Bradstock, Cinderford
Claridge, William, Leighton Buzzard, Bedford, Hotel Keeper. Dec 15 at 11 at Unicorn Hotel, Leighton Buzzard. Calcots, Leighton Buzzard
Clarke, Samuel- Parkstone, Dorset, Builder. Dec 21 at 2.30 at London Hotel, Poole. Aldridge, Bournemouth
Cohen, Joseph Philip, Fenchurch st, Merchant. Dec 19 at 3 at offices of Crump and Son, Philpot lane
Cook, Edward, Southsea, Portsea, Hants, Builder. Dec 20 at 3 at offices of Edmonds and Co, St James st, Portsea
Corbett, John, Batony, Nantwich, Chester. Sadler. Dec 15 at 11 at Albert chambers, Churchside, Crewe. Pointon, Crewe
Cousins, George, Wingham, Kent, Baker. Dec 21 at 3 at the Bell Hotel, Sandwich. Emmerson, Sandwich
Cox, Joseph, Kentford, Suffolk, Provision Dealer. Dec 23 at 1 at the White Hart Hotel, Newmarket. Gross, Bury St Edmunds
Davis, Alfred Thomas, and Walter Coventry Holmes, Chesham, Hertford, Grocers. Dec 19 at 3 at office of Hill, Grocers' Hall ct, Poultry. Downing, Basinghall st
Derbyshire, Thomas, Upholland, Lancaster, Bread Baker. Dec 22 at 11 at offices of Heald, Market st, Wigan
Derrett, Robert, Newport, Monmouth, Brewer. Dec 16 at 12 at offices of Lloyd, Bank chmbrs, Newport
Driver, William Frederick, Rotherhithe New rd, Surrey, Mercantile Clerk. Dec 16 at 3 at office of Lockyer, Gresham bldgs
Dugdale, Richard, Morecambe, Lancaster, Butcher. Dec 19 at 3 at offices of Johnson, Sun st, Lancaster
Eaton, William, Leicester, Dyer. Dec 22 at 12 at office of Hinks, Bowling Green st, Leicester
Evans, James, Farnborough, Kent, Farmer. Dec 20 at 3 at offices of Reader, Ely pl, Holborn
Fairclough, Charles, Newcastle upon Tyne, Journeyman Cabinet Maker. Dec 21 at at offices of Clark, Grainger st West, Newcastle upon Tyne
Farnsworth, Alfred, Raithby Lodge, Lincoln, Wine Merchant. Dec 19 at 3 at offices of Thimbleby and Son, Spilsby, Lincoln
Faulkner, Cornelius Thomas, Ipswich, Commission Agent. Dec 19 at 12 at offices of Block and Wollaston, Westgate st, Ipswich
Featherstone, Barbara, and John Featherston Turnbull, Newcastle-upon-Tyne, Ship Store Merchants. Dec 17 at 11 at Incorporated Law Society, Newcastle-upon-Tyne. Philipson, Newcastle-upon-Tyne
Fell, Charles, Gt Dover st, Southwark, Printer. Dec 15 at 2 at offices of Thompson and Co, Gt Dover st
Fielding, John, Lound, Nottingham, Farmer. Dec 21 at 11 at offices of Bescoby, Grove st, East Retford
Gordon, Archibald, Upper Marsh, Lambeth, Licensed Victualler. Dec 23 at 3 at Kenman's Hotel, Cheapside. Lovett and Co, King William st
Green, Fitz Owen, St Stephen's avenue, Shepherd's bush, Commission Agent. Dec 15 at 2 at offices of Winkworth, Coleman st
Gudgeon, William, Edmonton, Blacksmith. Dec 20 at 2 at offices of Chandler, Bishopsgate st, Within
Hadland, William, Middle Barton, Oxford, Grocer. Dec 24 at 11 at Plough Hotel, Oxford. Barkes, Morton-in-Marsh
Hallmark, William Henry, and Edward Thomas Hallmark, Chester, Bakers. Dec 20 at 11 at offices of Boydell and Co, Pepper st, Chester
Hartley, James, Burnley, Licensed Victualler. Dec 20 at 3 at Junction Hotel, Rosegrove, Burnley. Hodgson, Burnley
Harwood, Lawrence, Turton, Bolton, Paper Manufacturer. Dec 10 at 11 at Brandwood Commercial Hotel, Bolton. Edmondson, Fleetwood
Hawes, William James, Wateringbury, Kent, Hay Dealer. Dec 19 at 3 at Bull Inn, Gabriel's hill, Maidstone. Ellis, Maidstone
Hayes, Samuel Edward Valentine, Regent st, Theatrical Agent. Dec 19 at 11 at offices of Roberts, Coleman st
Hentsch, Ralph David, Hill st, Peckham, Oilman. Dec 15 at 3 at offices of Hicklin and Washington, Trinity sq, Southwark
Hibbett, William, jun, South Leverton, Nottingham, Licensed Victualler. Dec 19 at 12 at offices of Newton and Co, Square, East Retford
Hodder, William Tarte, Clapham rd, Clapham, Stationer. Dec 20 at 2 at Masons' Hall, Masons' avenue, Basinghall st. Gray, Finsbury pavement
Hornsey, Thomas, and Edwin Henry Oakley, Frome, Auctioneers. Dec 20 at 12 at George Hotel, Frome. Ames, Frome
Hunter, William Hughes, Marton, Cleveland, Farmer. Dec 20 at 11 at offices of Robson, Linthorpe rd, Middlesborough
Hutcheson, Thomas, Streatham, Surrey, Carpenter. Dec 19 at 3 at offices of Davis, New inn, Strand
Johnson, James, Thirsk, York, Grocer. Dec 15 at 11 at offices of West, Thirsk
Johnson, Matthew, and David Pyrah, Thornhill Lees, York, Woollen Manufacturers. Dec 20 at 3 at the Royal Hotel, Dewsbury. Iveson and Co, Heckmondwike
Jones, Henry, Aylesbury, Buckingham, out of business. Dec 23 at 12 at office of Fell, Rickford's hill, Aylesbury
Jones, Robert, Colton st, Leicester, Watercress Salesman. Dec 19 at 11 at offices of Holyoak, St George's chmbrs, Grey Friar's, Leicester
Kemp, Arthur Henry, Sheffield, Hosier. Dec 21 at 11 at offices of Mellor, Queen st, Sheffield
Lilley, George, Kimberley, Nottingham, Grocer. Dec 21 at 3 in lieu of Dec 7 originally fixed at office of Bird, Weekday cross, Nottingham
Little, Thomas William, Leeds, Woollen Manufacturer. Dec 16 at 3 at the Law Institute, Albion pl Leeds. Simpson and Co,
Lloyd, William, Stone Wharf, Kilburn, Granite Merchant. Dec 16 at 1 at the Townhall chmbrs, Station rd, Kilburn. Johnson, Seymour pl, Marylebone
Marr, Archibald Hugh Kerr, Aldermanbury, Commission Agent. Dec 19 at 3 at office of Pegler and Co, Union ct, Old Broad st
Miller, Charles, Clapham, Surrey, Builder. Dec 15 at 11 at offices of Ryake and Snow, College hill, Cannon st
Milward, William, Cardiff, out of business. Dec 15 at 11 at offices of Morgan and Co, High st, Cardiff
Minns, James, and George William Roberts, Leighton Buzzard, Bedford, Builder. Dec 16 at 11 at Unicorn Inn, Leighton Buzzard. Ewen and Roberts, West Luton
Monkton, William Palmer, St John's rd, Hoxton, Butcher. Dec 13 at 3 at offices of Oliver, Fenchurch st
Morris, Joseph, Warwick, Commission Agent. Dec 14 at 11 at offices of Sanderson, Church st, Warwick
Moxon, John, Barnsley, York, Stone Merchant. Dec 20 at 12 at offices of Dibb and Co, Regent st, Barnsley
Minshull, John Bellamy, Mile End rd, Bristle Merchant. Dec 14 at 3 at offices of Chidley, Old Jewry
Needham, John, Oldham, Pork Butcher. Dec 19 at 2 at Spread Eagle Hotel, Manchester st, Oldham. Farrington, Manchester
Nightingale, David, North Frodingham, York, Grocer. Dec 14 at 3 at George Hotel, Whitefriargate, Hull
Painter, James, and Henry Hickson, Wigmore st, Cavendish sq, Tobacco Manufacturer. Dec 19 at 12 at offices of Lawrance and Co, Old Jewry chmbrs

Pallister, William, Longnewton, Durham, Farmer. Dec 21 at 11 at offices of Garcuit and Fawcett, Finkle st, Stockton-on-Tees
Perks, Charles. Deansgate, Manchester, Timber Merchant. Dec 15 at 3 at offices of Blair, St James sq, Manchester
Pettipher, Henry Alfred, Woodford, Essex, Saddler. Dec 20 at 3 at offices of Martin, Fenchurch st
Phillips, Samuel Guest, and John Phillips, Altrincham, Chester, Stationers. Dec 22 at 3 at offices of Grundy and Co, Booth st, Manchester
Pilsbury, William, Birmingham, Grocer. Dec 15 at 12 at offices of East, Temple st, Birmingham
Poulton, Charles, Birmingam, out of business. Dec 15 at 10.15 at offices of East, Temple st, Birmingham
Pratt, Abraham, Ripon, York, out of business. Dec 19 at 12 at offices of Batcson and Hutchinson, Ripon
Pratley, Helen, Ossett, York, Milliner. Dec 19 at 10.30 at offices of Ridgway and Ridgway, Union st, Dewsbury
Pridgeon, William, Kendal, Westmoreland, Boot and Shoe Maker. Dec 20 at 11 at office of Dobson. Finkle st, Kendal
Pritchard, John, Croydon, Boot Manufacturer. Dec 14 at 11 at Green Dragon Hotel High st, Croydon. Dennis. Croydon
Rackstraw, James Allright, Sussex pl, South Kensington, Fishmonger. Jan 4 at 2 at offices of Crosse and Sons, Lancaster pl, Strand
Reeve, Charles, Chapel st, Edgware rd, Pawnbroker. Dec 21 at 3 at offices of Montagu, Buckiersbury
Renaud, Louis Gilbert, Wigmore st, Cavendish sq, Dressmaker. Dec 21 at 12 at offices of Leslie and Co, Coleman st, Bank. Philbrick and Corpe, Austin Friars
Richardson, Frederick Arthur, Cheapside, General Merchant. Dec 19 at 3 at offices of Noon and Clarke, Blomfield st
Robinson, James Francis, Thorninghurst, Fishlake, York, Farmer. Dec 19 at 3 at office of Fisher, High st, bldgs, Doncaster
Rowsell, William, and Joseph Day, Charing Cross. Dec 20 at 3 at offices of Robinson and Leslie, Coleman st. Ingoldqy and Buckley, Finsbury sq
Russell, Richard Bury, Barnstaple, Bank Manager. Dec 17 at 2 at Bridge Hall, Barnstaple. Chanter and Co, Barnstaple
Ryley, Henry, Leek, Stafford, Surgeon. Dec 16 at 11 at Angel Hotel, Macclesfield
Saul, Joseph, Washington Station, Durham, Blacking Manufacturer. Dec 22 at 3 at offices of Dix, Wellington chbrs, Wellington st, Gateshead
Savill, Henry, Brentwood, Furniture Dealer. Dec 19 at 12 at offices of Trewren and Southcott, Cheapside. Lewis, Mincing lane
Shuttleworth, Robert, Blackburn, Coal Merchant. Dec 20 at 11 at offices of Tattersall Richmond ter, Blackburn
Smith, Henry, and William Hooper Thorne, Eyborne, Newbury, Railway Sub-Contractors. Dec 19 at 12 at Loyal Talbot Hotel, Bristol. Belcher, Newbury
Smith, James Hill, and Herbert Edward Smith, Nottingham, Hosiery Manufacturers. Dec 21 at 3 at George Hotel, George st, Nottingham. Wells and Hind, Nottingham
Smith, Richard, Walsall Wood, Stafford, Victualler. Dec 16 at 11 at offices of Sheldon, High st, Wednesbury
Thomas, John, Llangadock, Carmarthen, Farmer. Dec 14 at 1 at office of Lewis, Rhosmaen st, Llandilo
Thornton, Jonathan, Adlingfleet, nr Goole, Farmer. Dec 20 at 1.30 at Cross Keys Inn, Crowle, Lincoln
Tolley, John, Bewdley, Worcester, Bricklayer. Dec 19 at 3 at offices of Thursfield, Swan st, Kidderminster
Tranmer, Richard, Pickering, York, Watchmaker. Dec 20 at 12 at offices of Walke, Pickering
Trueman, William, Alvechurch, Worcester, Coal Dealer. Dec 15 at 3 at office of Maher, Union st, Birmingham
Weiner, Adolphe, and David Maurice Moses, Dyer's bldgs, Holborn, Manufacturing Jewellers. Dec 28 at 2 at the Auction Mart, Tokenhouse yard, Lothbury. Myers, Gresham bldgs, Guildhall
Weller, George, Staines, Builder. Jan 3 at 3 at offices of Ashwin, Garden ct, Temple
Westacott, Sally, Barnstaple, Devon, Milliner. Dec 17 at 12 at offices of Thorne, Castle st, Barnstaple
Wheeler, Frederick, Kidderminster, Worcester, Innkeeper. Dec 21 at 11 at offices of Thursfield, Swan st, Kidderminster
White, Joseph, Tottenham, Builder. Dec 19 at 3 at offices of Groom, Wormwood st, Old Broad st
Woodend, Robert, Halifax, York, Beerseller. Dec 20 at 3 at offices of Chambers and Chambers, Brighouse
Woodley, George, Great Dunmow, Essex, Grocer. Dec 28 at 1 at offices of Moss, Gracechurch st
Wray, Thomas, Darlington, Builder. Dec 22 at 11 at offices of Webster, Houndgate, Darlington
Wright, Edward, Thornton-le-Fen, Lincoln, Farmer. Dec 15 at 12 at offices of Millington and Simpson, Wide Bargate, Boston

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[N.B.—*At the November Intermediate, out of 35 pupils, 33 passed, and at the Final, out of 24 pupils, 23 passed. A great number of the pupils being postal.*]

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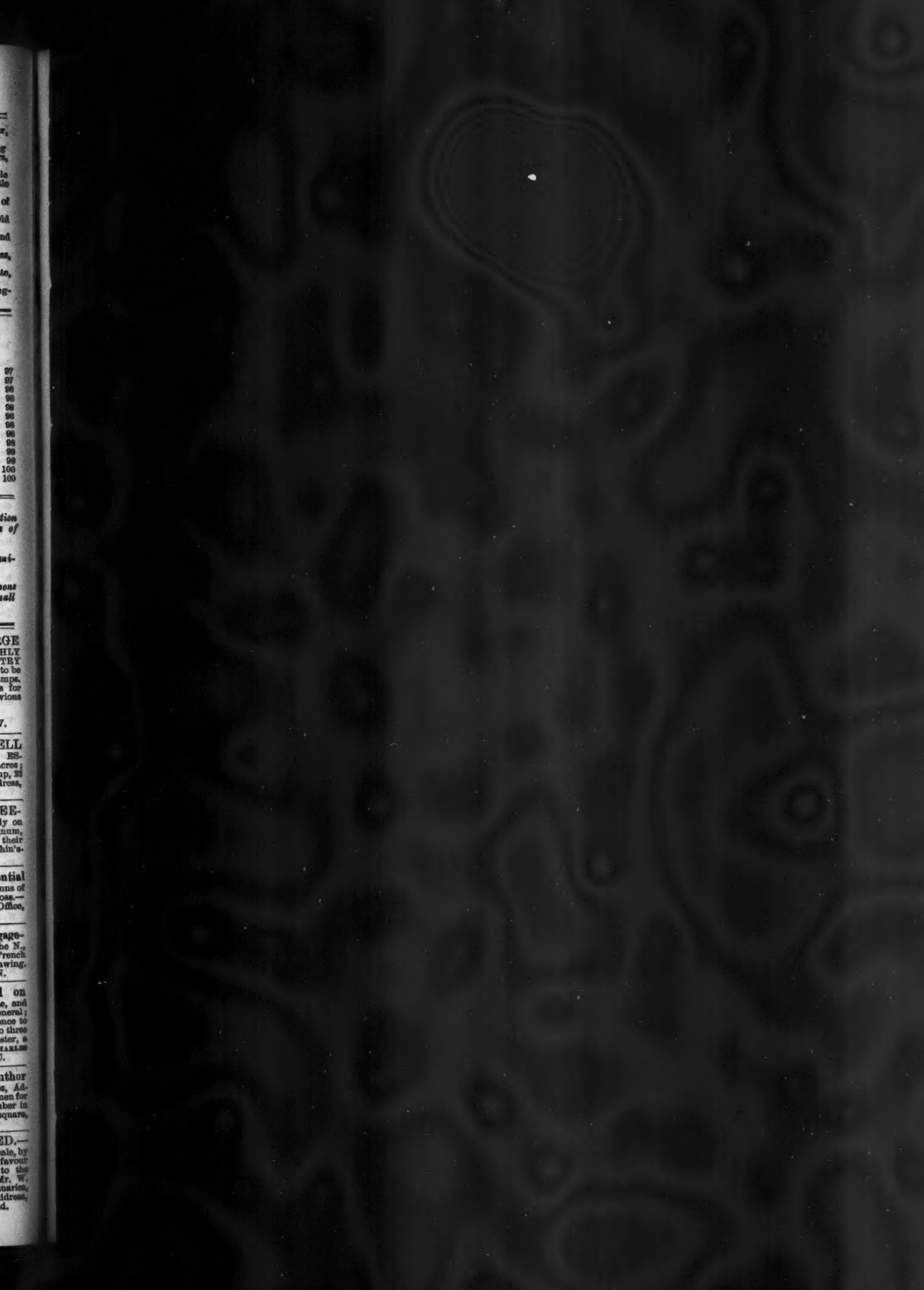
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